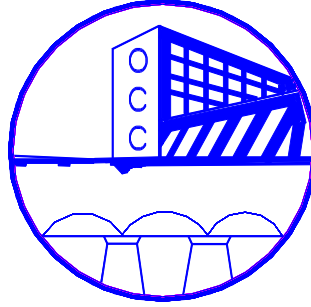


ODISHA CONSTRUCTION CORPORATION LTD.
(A Government of Odisha undertaking)
REGIONAL WORKSHOP
JEYPORE, KORAPUT – 764002 (ODISHA)



DESIGNED TO EXCEL

TENDER DOCUMENT

TENDER CALL NOTICE No: OCCL/RWS/ 04 /2020-21 Dated.16.11.2020

Name of Work "Repair, Renovation of Surge Shaft Gate, Lifting Beam and Hoist including its Trial , Testing and Commissioning of Balimela Hydro Electric Project, Balimela, Dist-Malkangiri" 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 | - 4(Four) sheets |
| 2) | Particular of tender document issue, EMD & document deposit particulars, Undertaking of Tenderer. | - 3(Three) sheets |
| 3) | General terms and condition. | - 8(Eight) sheets |
| 4) | Special condition of contract. | - 1(One) sheet |
| 5) | Technical Specifications | - 1(One) sheet |
| 6) | Scope of the work. | - 1(One) sheets |
| 7) | Bill of Quantities & Price Schedule. | - 1(One) Sheet |

Total: - 19 (Nineteen) sheets

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

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

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

No: OCCL/RWS/ 666

Dated. 16.11.2020

Tender Call Notice No.: OCCL/RWS/ 04 /2020-21 Dated.16.11.2020

Name of work: "Repair, Renovation of Surge Shaft Gate, Lifting Beam and Hoist including its Trial, Testing and Commissioning of Balimela Hydro Electric Project, Balimela, Dist-Malkangiri" as per approved Drawing and direction of the Engineer-In-Charge."

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-II grade and above for the following work(s).

Sl. No.	Name of the work	EMD	Cost of Document (Including GST 18%)	Period of completion	Class of job-workers
1.	"Repair, Renovation of Surge Shaft Gate , Lifting Beam and Hoist including Trial , Testing and Commissioning of Surge Shaft Gate of Balimela Hydro Electric Project, Balimela, Dist-Malkangiri" as per approved Drawing and direction of the Engineer-In-Charge."	1% of quoted value	Rs 4720/-	1(One) month 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
	From	To		
Rs.4720/- By hand and Rs.4820/- by Speed post inclusive of GST @ 18% on Rs.4000/-	20.11.2020	27.11.2020 Upto 2.00PM	27.11.2020 Upto 3.00 PM	27.11.2020 at 4.00 PM

2. The tender document may be purchased by hand from the office of the Senior Manager (Mechanical), Odisha Construction Corporation Ltd., Regional Workshop, Jeypore, Dist.: Koraput, Odisha on any working day during office hours on deposit of cost of tender document as indicated in the table above in shape of cash/ account payee Demand Draft/ account payee Banker's Cheque drawn in favour of "**Odisha Construction Corporation Ltd., Project Account**" on any Nationalized Bank/Scheduled Bank payable at Jeypore (Odisha) (Non-refundable) and production of attested copies of following documents and verification thereof by the Senior Manager (Mech.).

- (i) Copy of up-to-date valid GST
- (ii) Copy of PAN Card
- (iii) Copy of document indicating residential address
- (iv) Copy of valid enlistment certificate as job-worker issued by OCCL.

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

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

3. The tender document can also be obtained by Registered Post/Speed Post on sending the cost of tender document as indicated in the table above in shape of account payee Demand Draft drawn in favour of **“Odisha Construction Corporation Ltd., Project Account”** on any Nationalized Bank/Scheduled Bank payable at Jeypore (Odisha) (Non-refundable) and self attested copies of above documents and verification thereof by the Senior Manager (Mech.). OCCL will not be responsible for any kind of delay by Postal/Courier authorities.
4. The tender document can also be downloaded from the OCCL website www.odishaconstruction.com 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 in favour of **“Odisha Construction Corporation Ltd., Project Account”** on any Nationalized Bank/Scheduled Bank payable at Jeypore (Odisha) (Non-refundable) along with attested photo copies of all below mentioned documents, otherwise, the tender will be cancelled. OCCL will not be responsible for missing of any pages, while downloading the tender documents.
5. The tender document shall be received up to 3.00 PM on Dated. 27.11.2020 in the office of **Senior Manager (Mechanical)**, Odisha Construction Corporation Ltd., Regional Workshop, Jeypore, Koraput (Odisha) and will be opened in the same office at Jeypore on Dated. 27.11.2020 at 4.00 PM in the presence of the tenderers or their authorized representatives, if so they desire. If the date of purchase of the tender document or last date of receipt of tender or 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.
6. Intending tenderers are required to furnish the following documents.
- (i) Complete tender document duly filled-in, signed & stamped on each page.
 - (ii) Earnest money Deposit (EMD).
 - (iii) Original Money Receipt (in case the document is collected by hand or post).
 - (iv) Cost of tender document (in case the document is downloaded from website).
 - (v) Copy of up-to-date valid GST.
 - (vi) Copy of valid registration certificate with Employees Provident Fund Authority.
 - (viii) Copy of PAN card.
 - (ix) Copy of Labour Licence
 - (x) Copy of document indicating residential address.
 - (xi) **Copies of documents on credentials in support of execution of similar nature and magnitude of work.**
 - (xii) Copy of valid enlistment certificate as Job-worker issued by “OCCL”
 - (xiii) Detail planning of men, machinery and materials for execution of tendered work.
7. Quantity in the tender schedule is tentative and may vary as per drawing and payment shall be made accordingly.
8. Tender through Fax/Telex/Telegram/e-mail will not be accepted.
9. 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 tenderers without assigning any reason thereof.
10. The intending tenderer is to quote rates in enclosed original price schedule format only.
11. The successful tenderer 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.
15. 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
Power of attorney holder with date,
full name, designation and official seal

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

Memo No: OCCL/RWS/667 (WE) (2)

Dated. 16.11.2020

Copy submitted to the Managing Director/ Director (Mechanical), OCC Ltd., Unit-VIII, Gopabandhu Nagar, Bhubaneswar-751012 (Odisha) for favour of kind information and necessary action.

Encl: Tender document

Senior Manager (Mech.)

Memo No: OCCL/RWS/668 (WE) (2)

Dated. 16.11.2020

Copy submitted to the General Manager (Mechanical), H.O., OCC Ltd., Unit-VIII, Gopabandhu Nagar, Bhubaneswar-751012 / General Manager (Mechanical), Erection & Maintenance, OCC Ltd., Central Workshop Premises, Rasulgarh, Bhubaneswar-751010 (Odisha) for favour of information and necessary action.

Encl: Tender document

Senior Manager (Mech.)

Memo No: OCCL/RWS/669(WE)

Dated. 16.11.2020

Copy along with soft copy forwarded to the Senior System Manager, System Business Division, OCC Ltd., Unit-VIII, Gopabandhu Nagar, Bhubaneswar-751012 for hosting of Tender Call Notice in Website of OCCL.

Encl: Soft copy of Tender in CD – 1 No.

Senior Manager (Mech.)

Memo No: OCCL/RWS/670 (3)

Dated. 16.11.2020

Copy to Notice Board of Head Office, OCCL / Notice Board of Central Workshop, OCCL / Notice Board of Regional Workshop, OCCL.

Senior Manager (Mech.)

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

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

PARTICULARS OF TENDER DOCUMENT ISSUE

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

Date of issue of tender document.

Tender Call Notice No: OCCL/RWS/ 04 /2020-21 Dated. 16.11.2020

Issued in favour of :
(Full name & address)

Telephone No. – Land line: Mobile :

Enlistment No. of Tenderer:

Vide money receipt No: Dated:

Issued by
(Stamp and signature of issuing officer)

Cost of tender paper (Non-refundable) = Rs. 4000/-+ GST @ 18% Rs.240/- = Rs. 4720/-
(Rupees.....) only by hand
Rs..... + GST @ 18% Rs.....+Postal charges Rs.
= Rs. (Rupees)
only by Registered Post / Speed Post

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

Senior Manager (Mechanical)
OCCL, Regional Workshop,
Jeypore,Koraput-764002 (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 Certificate :

3. P.A.N. 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 :

Full signature of "Tenderer" with date and seal

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

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

UNDERTAKING OF TENDERER

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 "Tenderer" with date and seal

Present address for correspondence:

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

Senior Manager (Mechanical)
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).

(iii) **“JOB-WORKER”** means the enlisted person/firm/ Organisation having men, machinery, 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 EMD and ISD shall be forfeited. The work may be awarded in favour of some other agency at the discretion of the “Corporation”.

3. RATE

The rate quoted by the 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-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 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) No advance, no price escalation and no 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. The quantity shown in the Bill of quantity is maximum and approximate, however as per actual quantity of work jointly certified by the client and OCCL, payment will be made. The Payment will be made to the Job-Worker either in R/A Bills or Final Bill for those Items which are completed as per Price Schedule.

(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”.

(iv) The payment to the “Job-Worker” against any item shall be released only after receipt of payment by the “Corporation” from the “Client” against respective item.

(v) 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 Tenderer or his
Power of attorney holder with date,
full name, designation and official seal

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

5. INITIAL SECURITY DEPOSIT (ISD)

The "Job-Worker" shall deposit Initial Security Deposit (ISD) at the rate of 2(Two) % of the work/agreement value on receipt of letter of intent of work within a period of 15 days from the date of issue but before execution of agreement. After receipt of the full ISD, the EMD received along with the tender shall be returned.

If the tenderer desires, the EMD can be converted to ISD and the balance amount of ISD has to be deposited. If the "Job-Worker" fails to deposit such initial security within the stipulated date, the EMD of the "Job-Worker" shall be forfeited and the work may be awarded in favour of some other agency at the discretion of the "Corporation".

6. SECURITY DEPOSIT (SD)

The Security Deposit (SD) at the rate of 5(Five)% shall be deducted on the gross amount of each bill of the "Job-Worker". The security will be released after 6(Six) months of completion of the work or settlement of final bill of the "Job-Worker", whichever is later, if no defect in the work is noticed and material account as well as all disputes including compliance of labour rules, ESI rules etc. are settled.

7. ADDITIONAL SECURITY DEPOSIT

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

The additional Security Deposit shall be deducted in addition to normal security deposit. Such defects shall be rectified by the "Job-Worker" within such period as the "Engineer-in-Charge" may fix-up and if the "Job-Worker" fails to rectify the defects within the specified period, this shall be rectified by the "Engineer-in-Charge" at the cost and risk of the "Job-Worker". The expenses so incurred in the rectification of the defective works and/or unsatisfactory work done by the "Job-Worker" shall be recovered from the bills or any other dues of the "Job-Worker" or otherwise as per law. In this connection, the decision of the "Engineer-in-Charge" shall be final and binding on the "Job-Worker". The additional security deposit shall be released in full, when the "Job-Worker" rectifies the defects in time at his cost.

8. 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".

9. 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. No VAT on works contract shall be levied from the bills of "Job-Worker". However, the "Job-Worker" shall bear sales tax/VAT on materials procured by him. Any other taxes, duties, royalties, levies etc. as applicable from time to time shall also be deducted.

10. 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".

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

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

11. 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.

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.

12. 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".

13. 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".

14. ELECTRICITY

Electricity required for execution of work will be arranged by the "OCCL at one point". In case of power failure "OCCL" shall not provide electricity or DG at site.

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

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

15. 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”.

16. 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.

17. 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.

18. 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”.

19. 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.

20. 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, SOP under Covid-19 etc. A certificate to this effect shall be enclosed by the “Contractor” with each Running Account Bill for payment.

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

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

21. 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.

22. LABOUR LICENCE

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

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. 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".

25. 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".

26. 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 should get the Registration Number for this from the E.S.I. Deptt., Odisha. He shall produce the records in support of payment of ESI dues to the "Engineer-in-Charge" for check and record.

27. 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.

28. HUTMENTS/TEMPORARY ACCOMMODATION

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

29. 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.

30. 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".

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

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

31. 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.

32. 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.

33. WATCH AND WARD

The "Job-Worker" shall arrange watch and ward and safety of the site of work, constructed structures, tools, tackles, consumables, cement, steel materials etc. of the "Corporation" and owner at his own cost.

34. 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.

35. 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 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 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.

36. 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.

37. 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) Disproportionate 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.

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38. 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.

39. 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 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 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.

40. 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) %.

41. 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”.

42. 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.

43. 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.

44. 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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45. 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 items can be splitted among two or more tenderers at any stage. The offer of any Tenderer or all may be cancelled without assigning any reason thereof. The requirements shown in any Tender call notice are only indicative and may vary.

46. APPROACH ROAD, HAUL ROAD ETC.

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

47. SUB-LETTING

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

48. 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.

49. 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.

50. 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. The job-worker should not have been declared ineligible for corrupt and fraudulent practices by OCCL.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. No claim of the Job worker, whatsoever, shall be entertained after payment of the final bill.
10. 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.
11. The job-worker must visit to the Workshop/site and visualize its condition before quoting the rates.
12. 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.
13. 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.

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Technical Specifications

Name of Work "Repair, Renovation of Surge Shaft Gate , Lifting Beam and Hoist including Trial , Testing and Commissioning of Surge Shaft Gate of Balimela Hydro Electric Project, Balimela, Dist-Malkangiri" as per approved Drawing and direction of the Engineer-In-Charge."

All Repair, Re-fabrication and Erection of existing Surge Shaft Gate, Lifting Beam and its Hoist etc. shall be done as per the following for smooth operation including testing & commissioning of Surge Shaft Gate:

- a) Approved drawings are available and will issue 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, other National/International bodies and SOP shall be followed.
- d) Direction of "Engineer-in-Charge" from time to time.

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

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Detail Scope of Work

Name of Work "Repair, Renovation of Surge Shaft Gate, Lifting Beam and Hoist including its Trial , Testing and Commissioning of Balimela Hydro Electric Project, Balimela, Dist-Malkangiri" as per approved Drawing and direction of the Engineer-In-Charge."

The following are the Scope of Works to be executed as per Specification and Drawings to be supplied by OCCL for smooth operation, Testing & Successful commissioning of Surge Shaft Gate:

1. Removal of Bee Hives at Site of Work.
2. The Alignment and renovation of existing Surge Shaft Gate like:
 - a. Dismantling of Old Seals and replacement with New Seal including Supply of Bottom, Side Top and Corner Seals with SS Screws, SS Nuts and Bolts.
 - b. Alignment of Spring Guided Guide Shoes including supply & replacement of Old Springs and Nuts & Bolts.
 - c. Repair & Overhauling of Filling Valve & Gate (Bottom) Rollers with Materials.
3. Repair and overhauling of Lifting Beam
4. All Pulleys, Gear Pinions Greasing.
5. **Winding of Hoist Wire Rope to be supplied by OCC.**
6. Checking of Guide and Sill Beam of two Bays for smooth Trial & Testing of Surge Shaft Gate after repair of both Gate & Hoist by engaging Divers.
7. **Handover of Gate Work after Testing and Trial to Balimela Hydro Electric Project.**
8. 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.
9. Safety kits and first aid facilities for the supervisory staff and workers engaged in Job will be provided by the Job-worker.
10. **Electricity will be provided by OCCL at the worksite.**
12. 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.
13. 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.
14. **Low Hydrogen welding electrodes (7016) for Welding Work will be supplied by OCCL.**
15. Any other related work.

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