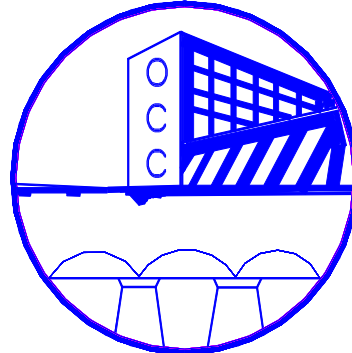


ODISHA CONSTRUCTION CORPORATION LTD.
(A GOVERNMENT OF ODISHA UNDERTAKING)
LOWER SUKTEL GATE ERECTION PROJECT,
CENTRAL WORKSHOP, RASULGARH, BHUBANESWAR – 10.



TENDER DOCUMENT

Tender Call Notice No. OCC/LSGEP/ 01 /2021-22 dated 14.12.2021

Name of work:

“Erection of 1st stage embedded parts, 2nd stage embedded parts, Gate & its hoisting arrangement including 2nd stage concerting works for 02 nos. of construction sluice gates of size 1400mm X 2100mm pertaining to Lower Suktel Irrigation Project on Turnkey basis”.

(This tender document contains 18 sheets including this cover page)

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

**Senior Manager (Mech.),
Lower Suktel Gate Erection Project.**

(A GOVERNMENT OF ODISHA UNDERTAKING)
Lower Suktel Gate Erection Project,
CENTRAL WORKSHOP, RASULGARH, BHUBANESWAR – 10.

Tender Call Notice No.OCC/LSGEP/ 01 /2021-22 dated 14.12.2021

1. On behalf of M/s. Odisha Construction Corporation Ltd. (“OCCL”), the Senior Manager (Mech.), Lower Suktel Gate Erection Project, Central Workshop, Rasulgarh, Bhubaneswar - 10 invites sealed Tenders from the enlisted Job-workers of “OCCL” in M-IV and above grade for the following work. If not enlisted, the agency is to get enlisted in OCC Ltd. in M-IV grade of contractor mandatory before opening of the tender.

Sl. No.	Name of the work	Cost of document + CGST @ 9%+ SGST @ 9% (in Rs.)	Period of completion.	Class of Job-worker
1	“Erection of 1st stage embedded parts, 2nd stage embedded parts, Gate & its hoisting arrangement including 2nd stage concerting works for 02 nos. of construction sluice gates of size 1400mm X 2100mm pertaining to Lower Suktel Irrigation Project on Turnkey basis”.	2360/-	01 (One) calendar month.	M – IV & above grade.

2. The tender document may be purchased from the office of the Senior Manager (Mech.), Odisha Construction Corporation Ltd., Lower Suktel Gate Erection Project, Central Workshop, Rasulgarh, Bhubaneswar - 10 during office hours from **15.12.2021** to **20.12.2021** (upto **1.00 PM** of **20.12.2021**) on payment of non-refundable cost of tender document as indicated in the table above in shape of Cash/Demand Draft drawn on any nationalized/scheduled bank payable at Bhubaneswar only in favour of “Odisha Construction Corporation Ltd.- Project Account.” Interested Job-worker may obtain further information, if any, from the undersigned.
3. The Tender document may be downloaded from O.C.C. Ltd., website www.odishaconstruction.com or from Govt. of Odisha website www.tendersodisha.gov.in and submitted along with non-refundable cost of tender document amounting to Rs.**2360/-** (Rupees Two thousand Three Hundred Sixty) only inclusive of CGST @ 9% & SGST @ 9% in shape of Demand Draft drawn on any Nationalized / Scheduled Bank payable at Bhubaneswar only in favour of **Odisha Construction Corporation Ltd. - Project Account** may be deposited along with the tender. The authority shall not be responsible for missing of any page during downloading.

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

**Senior Manager (Mech.),
Lower Suktel Gate Erection Project.**

4. The tenders must be submitted to the Senior Manager (Mech.), Odisha Construction Corporation Ltd., Lower Suktel Gate Erection Project, Central Workshop, Rasulgarh, Bhubaneswar - 10 on or before **3.00 PM** on **21.12.2021** and will be opened on **21.12.2021** at **3.30 PM** in the presence of the Job-workers, who may like to be present. If there will be a public holiday on the last date of sale of tender document and receipt & opening of the tenders as specified above, the tender document will be sold and tenders will be received & opened on the next working day at the same time and venue.
5. Intending “Job-workers” are required to furnish the following along with their tenders.
 - i. Undertaking in prescribed format available in the tender document for execution of work as stated above.
 - ii. Copy of valid GST certificate.
 - iii. Copy of valid registration certificate issued by Provident Fund Authority.
 - iv. Copy of valid ESI registration certificate issued by competent authority.
 - v. Copy of valid Labour License (The bidder is required to furnish necessary labour license, issued by competent authority before commencement of the work).
 - vi. Copy of PAN Card.
 - vii. Copy of document indicating residential address.
 - viii. Undertaking in prescribed format available in the tender document.
 - ix. Annexure-I “Bid Security Declaration” in lieu of EMD in enclosed format on Job-worker’s letter head.
 - x. Cost of tender document (In case the document is downloaded from website).
 - xi. Copy of valid enlistment certificate of Job-worker issued by “OCC Ltd”. If not enlisted, agency is to get enlisted in OCC Ltd. in M-IV grade of contractor which is mandatory before opening of the tender or else the tender shall not be accepted.
 - xii. Detail planning of men, machinery & materials for executing the work tendered here in.
 - xiii. Complete tender document duly filled-in, signed and stamped on each page by the “Job-worker” or his/their power of Attorney holder with date, full name, Designation, & Official Seal. In case of power of Attorney holder the copy of such delegation is to be enclosed with the tender document.
 - xiv. Detailed list and copies of documents of machinery owned by the Job-worker.
 - xv. Copies of documents on credentials and proofs in support of successful execution of similar nature of works of similar magnitude.
6. The Job-Worker may visit Lower Suktel Project site, Bolangir before quoting the rates.
7. Tender through Fax/ Telex/ Telegram/e-mail will not be accepted.
8. The Job-worker if required shall be asked to furnish rate analysis for the work for the quoted amount.
9. The intending Job-Worker is to quote rates in enclosed original price schedule format only.
10. The successful Job-worker shall have to execute the work as per scope of work, technical specifications, relevant drawings & price schedule as per direction of Engineer-in-charge and terms & conditions of agreement.
11. Quantity in the tender schedule is tentative & may increase or decrease as per approved drawings/ requirement during execution of work at site as per direction of Engineer-in-charge and payment shall be made accordingly.
12. The authority reserves 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.

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

**Senior Manager (Mech.),
Lower Suktel Gate Erection Project.**

13. **The Job-Worker registered under NSIC/MSME for participation in tender are not entitled for exemption from payment of Security Deposit /Tender paper cost / tender paper cost as per provision exist in O.P.W.D code and amended by Govt. of Odisha, Department of Water Resources.**
14. The validity of offer should be for a period of **90** (Ninety) days from the date of opening of tender. OCC Ltd. may ask for further extension of validity if required without any price rise.
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 Job-worker
or his/their power of attorney holder
with date, full name, designation and
official seal**

**Senior Manager (Mech.),
Lower Suktel Gate Erection Project.**

Tender Paper Cost and Document Deposit Particulars

DETAILS OF TENDER PAPER COST AND DOCUMENTS SUBMITTED ALONG WITH TENDER

1. Tender Paper cost amounting
₹ _____ (Rupees _____) only vide
reference of Demand Draft in any nationalized bank /scheduled
bank _____ Dated _____ issued by

Bank, _____
Branch _____ .
1. GST Registration Certificate :
2. P.A.N. card :
3. Names of relations in O.C.C. Ltd. :
4. Any other documents :

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

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

**Senior Manager (Mech.),
Lower Suktel Gate Erection Project.**

Undertaking of Job-Worke

I / We Sri

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

S/o:- Sri _____, Permanent resident of
Vill/Street:- _____, P.O. - _____, P.S.- _____
Via: - _____, Dist. - _____
State: - _____, PIN: - _____

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

Full signature of "Job-Worker" with date and seal.
Present address for correspondence

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

**Senior Manager (Mech.),
Lower Suktel Gate Erection Project.**

ANNEXURE-I

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

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

That in the event we withdraw/ modify our bid during the period of validity or I/we fail to execute formal contract agreement within the given timeline or I/we commit any breach of Tender Conditions/contract which attracts penal action and I/we will be suspended from being eligible for bidding/award of all future contract (S) of OCCL/Government of Odisha for a period of three 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/their power of attorney holder
with date, full name, designation and
official seal**

**Senior Manager (Mech.),
Lower Suktel Gate Erection Project.**

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

(i) **“CORPORATION”** means **“ODISHA CONSTRUCTION CORPORATION LTD. (“OCCL” in short)”** with registered office at Unit-8, Gopabandhunagar, Bhubaneswar – 751012 (Odisha) represented through its Managing Director or any other officer as designated by the “Corporation” from time to time.

(ii) **“ENGINEER-IN-CHARGE”** means the qualified engineer deployed by the “Corporation” at work site for the work including the Senior Manager (Mech.), Odisha Construction Corporation Ltd., Lower Suktel Gate Erection Project, Central Workshop, Rasulgarh, Bhubaneswar – 10 or their authorized person”.

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

3. RATE

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

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

4. PAYMENT TERMS

i) Payment shall be made as per drawings and as per actual measurements of quantities during execution of work as per direction of the Engineer – in–charge.

ii) 90 (Ninety)% payment shall be made only after completion of work at site against submission of bills by the “Job-worker” and verification by the “Engineer-in-Charge” & balance 10 (Ten)% payment shall be made after 60(sixty)days of satisfactory performance of work after inspection & satisfaction of the “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” can not raise any dispute over the measurements allowed by the “Engineer-in-Charge” for the purpose of payment. 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.

v) The Job-worker will bear the full cost of rectification or replacement of works required as per direction of “Client” or “Engineer-in-Charge”.

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

**Senior Manager (Mech.),
Lower Suktel Gate Erection Project.**

vi) Any penalty levied by "Client" on "OCC Ltd." due to delay in work will be borne by the "Job-Worker" in full, if the "Job-Worker" is responsible for delay.

5. PERFORMANCE SECURITY

The performance security at the rate of 03 (Three) % shall be deducted on the gross amount of each bill of the "Job-worker". The performance security will be released after 06 (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 including compliance of labour rules, ESI rules etc are settled.

6. WITH HELD AMOUNT FOR EPF, FPF AND ESI DUES

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

7. INCOME TAX, 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 of 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.

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

The "Job-worker" shall ensure optimum utilization of the plants, machinery, equipments, tools, tackles, consumables, steel materials etc.(If supplied to "Job-worker") 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".

9. 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, steel materials etc. issued to him by the owner and "Corporation". The materials, plants, machinery, equipments, tools, tackles, steel materials etc. shall be issued as per requirement and availability only. Machinery, materials, tools, tackles etc. required at erection site, shall be arranged by the "Job-worker".

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

The "Job-Worker" will keep an accurate record of "Corporation" materials and furnish the consumption statement of such materials. The surplus materials, if any, are to be returned to the "Corporation" store at his cost failing which, the cost of excess materials will be recovered from the dues of the "Job-Worker" @ 5(Five) times the issue rate of "OCC Ltd." 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 stipulated technical specifications and subject to approval of "Engineer-In-Charge" / "Client", whose decisions, as regards of the quality of materials, shall be final.

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

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

**Senior Manager (Mech.),
Lower Suktel Gate Erection Project.**

The plants, machinery, equipments, tools, tackles, 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 steel materials, 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".

11. SCRAP STEEL MATERIALS/ CUT PIECE RODS

The scrap steel materials/ cut piece rods generated during execution of work out of materials issued by "OCC Ltd." 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".

12. ELECTRICITY

OCCL shall provide electricity at one point near the site and the Job-worker shall arrange to draw power required at site at his own cost to carry out the erection work. In case of non-availability of electricity, DG set with operator and POL will be arranged by OCCL.

13. 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".

14. INDIAN STANDARDS, DRAWINGS AND SPECIFICATIONS

The work shall be carried with due diligence and in a workmanship like manner in accordance with relevant Bureau of Indian Standards 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.

15. PAYMENT TO WORKMEN

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

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

**Senior Manager (Mech.),
Lower Suktel Gate Erection Project.**

16. 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”.

17. 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.

18. 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.

19. 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.

20. LABOUR LICENCE

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

21. 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”.

22. 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”.

23. PROVIDEND 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”.

24. 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. Department, Odisha. He shall produce the records in support of payment of ESI dues to the “Engineer-in-Charge” for check and record.

25. 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.

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

**Senior Manager (Mech.),
Lower Suktel Gate Erection Project.**

26. 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.

27. IDLE LABOUR

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

28. 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".

29. CLAIMS AND LIABILITIES

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

30. 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.

31. WATCH AND WARD

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

32. AUTHORISED PERSON

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

33. SPLITTING UP OF WORK

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

34. 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/their power of attorney holder
with date, full name, designation and
official seal**

**Senior Manager (Mech.),
Lower Suktel Gate Erection Project.**

35. TERMINATION OF CONTRACT

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

36. 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.

37. PROGRESS OF WORK AND PENALTY

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

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

38. 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) %.

39. TESTING OF SKILLED/SEMI-SKILLED WORKMEN

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

40. 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.

41. 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.

42. 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”.

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

**Senior Manager (Mech.),
Lower Suktel Gate Erection Project.**

43. RIGHT OF THE “CORPORATION”

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

44. 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.

45. EXECUTION OF EXTRA ITEMS AND EXTRA QUANTITIES

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

46. FORCE MAJEURE

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

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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SCOPE OF WORKS

Scope of Job-worker and OCCL for the work "Erection of 1st stage embedded parts, 2nd stage embedded parts, Gate & its hoisting arrangement including 2nd stage concerting works for 02 nos. of construction sluice gates of size 1400mm X 2100mm pertaining to Lower Suktel Irrigation Project on Turnkey basis". Shall be as under.

1. The scope of OCCL shall be as under.

- i) OCCL will supervise the work as per scope of work, technical specifications, approved drawings & as per direction of Engineer-in-charge and terms & conditions of Agreement.
- ii) OCCL will supply all fabricated materials for gate and its hoisting arrangement at site.
- iii) OCCL will provide welding rectifier, welding electrodes and paints at site.
- iv) OCCL will provide electricity at one point near the site and the Job-worker shall arrange to draw power required at site at his cost to carry out the erection work.
- v) In case of non-availability of electricity, DG set with operator and POL will be arranged by OCCL.

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

- i) The Job-worker shall provide all required technical / non-technical / skilled / semiskilled / unskilled workmen and one helper to the Crane as per requirement at his own cost for execution of the erection work.
- ii) The Job-worker shall provide one suitable capacity "Crane" with operator & POL for the erection work.
- iii) The Job-worker shall provide all tools & tackles like Triploid, Chain pulley, W.R / M.R pulley, Lifting Jack, Turn Buckles, D-shackle, Crowbars, Measuring tapes etc. consumables, industrial gas, cutting set and others, required materials at his own cost for execution of the erection work.
- iv) The Job-worker shall provide all required machineries like angle grinder, concrete mixture machine, concrete vibrator & measuring Doku etc. at his own cost execution of the erection work.
- v) All welding accessories, grinding wheels, industrial gases etc. shall be provided by the Job-worker.
- vi) Loading/Unloading and shifting of fabricated materials, Jobs etc. at work site will be borne by the Job-Worker at his own cost.

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- vii) The Job-Worker shall provide all required size, specification of Black Hard Granite Chips, sand and cement of approved brand for execution of 2nd stage concrete at his own cost. The above concrete materials will be verified by the Engineer-In-Charge for quality and quantity of design mix before concreting work.
- viii) The Job-Worker is responsible for deposit of all the royalties as per Govt. rule at his own cost.
- ix) The Job-Worker shall provide water pump, delivery pipe etc. required for proper curing of 2nd stage concrete.
- x) The concrete area shall be cleaned properly by chipping and removing concrete debris from the gate grooves following with air jet cleaning by the Job-Worker at his own cost.
- xi) The Job-Worker shall execute the concrete cutting work in the grooves, If found any difference in drawing measurement.
- xii) The Job-Worker shall execute fixing of required Dowel bars in fixing of embedded parts where ever required with free labour charges.
- xiii) The Job-Worker will assist for quality control testing during 2nd stage concrete including cost of materials & labour at his own cost.
- xiv) The Job-worker shall provide all scaffoldings materials and ensure fitting the same wherever required at his own cost.
- xv) The Job-worker shall provide and ensure all safety by providing required safety equipments/materials to the crew during execution of the work at site at his own cost.
- xvi) The Job-worker shall arrange all the amenities like water, rest shed/ hutments etc. for the workmen at his own cost.

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

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**Senior Manager (Mech.),
Lower Suktel Gate Erection Project.**

LOWER SUKTEL GATE ERECTION PROJECT,
CENTRAL WORKSHOP, RASULGARGH, BHUBANESWAR.

Tender Call Notice No. OCC/LSGEP/ 01 / 2021-22 dated. 14.12.2021

BILL OF QUANTITY AND PRICE SCHEDULE

Price schedule for the work: “Erection of 1st stage embedded parts, 2nd stage embedded parts, 2nd stage concerting works, Gate & its hoisting arrangement for 02 nos. of construction sluice gates of Lower Suktel Irrigation Project on Turnkey basis”.

Sl. No.	Description of work	Unit	Qty.	Rate per unit			Total amount for full quantity	
				In figure in (Rs.)	In words	GST as applicable in% & Amount in (Rs)	In figure in (Rs)	In words
1.	Erection, Fixing & Alignment of 1st stage embedded parts including all labour, tools, tackles & consumables, welding electrodes of reputed brand , Industrial gas etc. as required for execution of the work for Construction Sluice gate of Lower Suktel Gate Erection Project as per direction of Engineer-in-Charge in the following:							
A.	Construction Sluice gate grooves - (02 Nos.)	MT	0.250					
2.	Erection, Fixing & Alignment of 2nd stage embedded parts of Construction Sluice gate including all labour, tools, tackles & consumables, Industrial gas etc. as required for execution of the work for Construction Sluice Gate of Lower Suktel Gate Erection Project as per direction of Engineer-in-Charge in the following:							
A.	Construction Sluice gate grooves - (02 Nos.)	MT	1.900					
3.	Erection, Fixing , Alignment, Trial , Testing & Commissioning of gate and components, its hoisting arrangement including all labour, tools, tackles & consumables, Industrial gas etc. as required for execution of the work for Construction Sluice Gate of Lower Suktel Gate Erection Project as per direction of Engineer-in-Charge in the following: (Gate Size – 1400 mm X 2100 mm in block no. 04 & 05)							
A.	Construction Sluice gate - (02 Nos.)	MT	9.300					

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Sl. No.	Description of work	Unit	Qty.	Rate per unit			Total amount for full quantity	
				In figure in (Rs.)	In words	GST as applicable in% & Amount in (Rs)	In figure in (Rs)	In words
4.	Labour charges for providing RCC Concrete of grade M-25 for 2 nd stage concreting of seal beam, track-guide, side & top seal grooves of 02 (Two) nos. of construction Sluice gate etc using 20mm and downgraded crusher broken hard granite aggregates of approved grades and quality from approved quarry free from weathered skin surface, dust and any other deleterious materials as per approved design, drawing and specification with all leads, lifts, de-lifts including cost of all materials, cost of approved grade cement, sand & aggregates etc. including cost of carriage, royalty and all other taxes of all materials mixing and vibrating concrete by mechanical means including shuttering and supply of all T & P, machineries, labour charges cost and carriage of water for mixing concrete and curing including hire and running charges of all machineries equipments constructions / erection and removal of gangway staging, scaffolding, incidental charges complete as per the direction and instruction of Engineer-in-Charge.							
A.	Construction Sluice gate grooves - (02 Nos.)	CUM	4.000					
5.	<u>Painting of Construction Sluice Gates – 02 Nos. :</u> Painting of gates after surface preparation by blast cleaning process, performed with sand as per requirements and class 'A' of IS : 14177:1994. After blast cleaning, the surface should be cleaned from loose dust and debris preferably by air blast with help of blower. Over the prepared surfaces two coats of zinc rich primer should be applied to give a total dry film thickness of 70 ± 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±5 microns. The total dry film thickness of all the coats including primer coating should not less than 350 ±5 microns as per IS: 14177:1994 and as per direction of Engineer-in-Charge and scope of work.	Sqm.	32.000					
TOTAL = (1+2+3+4+5) =								

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