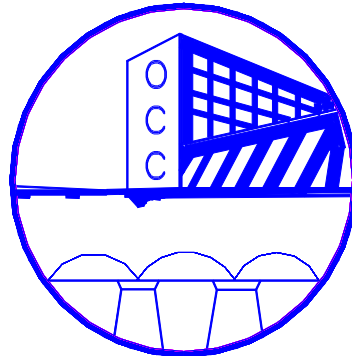


# ODISHA CONSTRUCTION CORPORATION LIMITED

(A GOVT. OF ODISHA UNDERTAKING)

MAHENDRATANAYA BARRAGE GATE ERECTION PROJECT,  
CENTRAL WORKSHOP, RASULGARH, BHUBANESWAR-751010  
GSTIN-21AAACO2571K2ZM



DESIGNED TO EXCEL

## TENDER DOCUMENT

Tender Call Notice No. OCC/MBGEP/01/2021-22 Dated 20.12.2021

Name of work:

“ERECTION OF STOPLOGS, LATCH ARRANGEMENTS FOR STOPLOGS, LIFTING BEAM FOR MONORAIL HOIST, MONORAIL SUPPORTING STRUCTURES, MONORAILHOIST & WALKWAY WITH PAINTING OF ABOVE STRUCTURES BY SUPPLY OF REQUIRED CRANE, MACHINERY, LABOURERS, CONSUMABLES, CONCRETING MATERIALS, TOOLS & TACKLES ETC. REQUIRED TO COMPLETE THE WORK INCLUDING COMMISSIONING AND TRIAL TESTING OF STOPLOG SEGMENTS AS PER DRAWINGS & DIRECTION OF ENGINEER-IN-CHARGE FOR OPERATION OF MONORAIL HOIST AT MAHENDRATANAYA BARRAGE GATE ERECTION PROJECT, DAMBAPUR, DIST.: GAJAPATI.”

(This tender document contains 20 (Twenty) 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.),  
Mahendratanya Barrage Gate  
Erection Project

**OFFICE OF THE SENIOR MANAGER (MECH.)**  
**ODISHA CONSTRUCTION CORPORATION LIMITED**  
(A GOVT. OF ODISHA UNDERTAKING)  
**MAHENDRATANAYA BARRAGE GATE ERECTION PROJECT,**  
**Central Workshop, Rasulgarh, Bhubaneswar – 10.**

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**GSTIN-21AAACO2571K2ZM**

**Tender Call Notice No. OCC/MBGEP/01/2021-22 dated 20.12.2021**

**Name of work : “ERECTION OF STOPLOGS, LATCH ARRANGEMENTS FOR STOPLOGS, LIFTING BEAM FOR MONORAIL HOIST, MONORAIL SUPPORTING STRUCTURES, MONORAILHOIST & WALKWAY WITH PAINTING OF ABOVE STRUCTURES BY SUPPLY OF REQUIRED CRANE, MACHINERY, LABOURERS, CONSUMABLES, CONCRETING MATERIALS, TOOLS & TACKLES ETC. REQUIRED TO COMPLETE THE WORK INCLUDING COMMISSIONING AND TRIAL TESTING OF STOPLOG SEGMENTS AS PER DRAWINGS & DIRECTION OF ENGINEER-IN-CHARGE FOR OPERATION OF MONORAIL HOIST AT MAHENDRATANAYA BARRAGE GATE ERECTION PROJECT, DAMBAPUR, DIST.: GAJAPATI.”**

1. On behalf of M/s. Odisha Construction Corporation Ltd. (“OCCL”), the Senior Manager (Mech.), Mahendratanya Barrage Gate Erection Project, Odisha Construction Corporation Ltd., Bhubaneswar-751010 (Odisha) invites sealed tender from the enlisted job-workers of “OCCL” in M-III & above grade for the following work(s). If not enlisted, agency is to get enlisted in OCC Ltd. in M-III grade of contractor mandatory before opening of the tender.

Sl. No.	Name of the work	Cost of tender document + CGST @ 9%+SGST @9% in	Period of completion.	Class of job-worker
	Erection of Stoplogs, Latch arrangements for Stoplogs, Lifting Beam, Monorail Supporting Structures, Monorailhoist & Walkway with painting of above structures including commissioning and trial testing of Stoplog segments by supply of required crane, machinery, labourers, consumables, concreting materials, tools & tackles etc. required to complete the work including commissioning & trial testing of stoplog segments as per drawings & direction of Engineer-in-charge for operation of monorail hoist at Mahendratanya Barrage Gate Erection Project, Dambapur, Dist.: Gajapati.	<b>7,080/-</b>	<b>03 (Three) Calendar months</b>	<b>M-III &amp; above Grade</b>

2. The tender document may be downloaded from OCCL website [www.odishaconstruction.com](http://www.odishaconstruction.com) or from Govt. of Odisha website [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in) and non-refundable cost of tender document amounting to Rs. **7,080** /-(Rupees Seven thousand eighty) only inclusive of CGST @ 9 % & SGST @ 9% in shape of Account Payee Demand Draft drawn on any Nationalised/ Scheduled Bank payable at Bhubaneswar only in favour of **Odisha Construction corporation Ltd. – Project Account** may be deposited along with the tender, otherwise the tender will be cancelled. OCCL will not be held responsible for missing of any pages, while downloading the tender documents. Interested Job-workers may obtain further information, if any, from the undersigned.

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

**Senior Manager(Mech.),  
Mahendratanya Barrage Gate  
Erection Project**

3. The tender must be submitted to the **Senior Manager(Mech.), Mahendratanaya Barrage Gate Erection Project, O.C.C Ltd., Rasulgarh, Bhubaneswar-751010 (Odisha)** on or before **3.00 PM** on **05.01.2022** and will be opened on same day at **4.30 PM** in the presence of the Job-workers, who may like to be present. If there will be 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. The undersigned shall not be responsible for any kind of postal delay.
4. Intending Job-Workers are required to furnish the following documents along with their tender.
  - (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-workers letter head.
  - (iii) Cost of tender document (In case the document is downloaded from website).
  - (iv) Copy of valid GST certificate.
  - (v) Copy of valid registration certificate issued by Provident Fund Authority.
  - (vi) Copy of valid ESI registration certificate issued by competent authorities.
  - (vii) Copy of PAN card
  - (viii) Copy of document indicating residential address.
  - (ix) Undertaking in prescribed format available in the tender document.
  - (x) Copy of valid enlistment certificate as Job-Worker issued by "OCC Ltd". If not enlisted agency is to get enlisted in OCC Ltd. in M-III grade which is mandatory before opening of the tender or else the tender shall not be accepted.
  - (xi) Copy of valid labour license (The labour is required to furnish necessary labour license, issued by competent authority before commencement of the work.
  - (xii) Detailed planning of men, machinery and materials for executing the work tendered herein.
  - (xiii) Detailed list and copies of documents of machinery owned by the Job-worker.
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 Job-Worker if required shall be asked to furnish rate analysis for the work for the quoted amount.
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, methodology of work, relevant drawings, technical specifications & price schedule as per direction of Engineer-in-Charge and terms & conditions of agreement.
10. 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.),  
Mahendratanaya Barrage Gate  
Erection Project**

11. 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.
12. 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.
13. 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.),  
Mahendratanya Barrage Gate  
Erection Project**

## **TENDER PAPER COST AND DOCUMENT DEPOSIT PARTICULARS**

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

1. Cost of Tender Rs. **7,080** /- (Rupees Seven thousand eighty) only vide Demand Draft No. \_\_\_\_\_ in any nationalized bank/scheduled bank \_\_\_\_\_  
Dated \_\_\_\_\_ issued by \_\_\_\_\_  
Bank, \_\_\_\_\_ Branch \_\_\_\_\_ .
2. GST Registration Certificate :
3. P.A.N. card :
4. Names of relations in O.C.C. Ltd.
5. Any other documents.

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

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

**Senior Manager(Mech.),  
Mahendratanya Barrage Gate  
Erection Project**

**ANNEXURE- I**

**FORMAT OF BID SECURITY DECLARATION FROM JOB-WORKER IN LIUE 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 tender 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.),  
Mahendratanya Barrage Gate  
Erection Project**

## UNDERTAKING OF JOB-WORKER

I / We Sri

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

S/O: Sri \_\_\_\_\_, Permanent resident of  
Vill /Street: \_\_\_\_\_, P.O: \_\_\_\_\_, P.S: \_\_\_\_\_  
Via: \_\_\_\_\_, Dist: \_\_\_\_\_, State: \_\_\_\_\_  
PIN: \_\_\_\_\_

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

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

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

**Senior Manager(Mech.),  
Mahendratanya Barrage 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, Gopabandhu Nagar, Bhubaneswar – 751012 (Odisha) represented through its Managing Director or any other officer as designated by the “Corporation” from time to time.
- (ii) “ENGINEER-IN-CHARGE” means the qualified engineer deployed by the “Corporation” at work site for the work including the Senior Manager(Mech.), Odisha Construction Corporation Ltd., Mahendratanaya Barrage Gate Erection Project, Central Workshop, Rasulgarh, Bhubaneswar – 751010 (Odisha) or their authorized person”.
- (iii) “JOB-WORKER” means the enlisted person / firm / organization 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 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./ Government 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(₹), 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, shifting, 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 on unit basis as per bill of quantities mentioned in the price schedule for the work.
- ii) 90(Ninety)% payment shall be made only after the work at site against submission of bills by the “Job-worker” and verification items by the “Engineer-in-Charge” & Balance 10(Ten)% payment shall be made after 60(Sixty) days of commissioning, testing and satisfactory performance of works.
- iii) No advance, no price escalation and no price adjustment shall be paid for the work. The rates shall remain firm through out 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

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

**Senior Manager(Mech.),  
Mahendratanaya Barrage Gate  
Erection Project**



payment will be made to the Job-worker either in R/A Bills or Final Bill for those items which are completed as per 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".
- 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.

**5. 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 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. 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".

**7. 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.

**7. 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".

**8. 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".

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

The "Job-Worker" shall ensure optimum utilisation 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".

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

**Senior Manager(Mech.),  
Mahendratanya Barrage Gate  
Erection Project**

**10. 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. Crane, machinery, materials, tools, tackles etc. required at erection site, shall be arranged by Job worker.

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 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 "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.

**11. 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, 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".

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

The scrap steel materials 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".

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

**Senior Manager(Mech.),  
Mahendratanya Barrage Gate  
Erection Project**

**13. ELECTRICITY**

Electricity required for erection of work at site shall be arranged by OCCL. at one point. 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.

**14. 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”.

**15. 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.

**16. PAYMENT TO WORKMEN**

The “Job-Worker” should maintain job register and payment rolls of their workmen and get those checked by the “Engineer-in-Charge” or his authorized representative from time to time. The payment to the workers/ supervisory staff shall be made by the “Job-Worker” in the presence of the owner and/or “Engineer-in-Charge” or his authorized representative.

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.

**17. 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”.

**18. 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.

**19. 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.

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

**Senior Manager(Mech.),  
Mahendratanya Barrage Gate  
Erection Project**

**20. 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.

**21. 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 amended from time to time.

**22. 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".

**23. 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".

**24. 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.

**25. 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.

**26. 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.

**27. 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".

**28. 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.

**29. 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 own cost.

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

**Senior Manager(Mech.),  
Mahendratanya Barrage Gate  
Erection Project**

**30. 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.

**31. 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.

**32. 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.

**33. 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.

**34. 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.

**35. RESPONSIBILITY OF JOB-WORKER**

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

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

**Senior Manager(Mech.),  
Mahendratanya Barrage Gate  
Erection Project**

**36. 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.

**37. 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) %.

**38. 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”.

**39. 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.

**40. 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.

**41. 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”.

**44. 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 Job-workers at any stage. The offer of any “Job-worker” or all may be cancelled without assigning any reason thereof. The requirement shown in any Tender call notice are only indicative and may vary.

**45. APPROACH ROAD, HAUL ROAD 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 own cost.

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**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 uninterrupted power which prevent performance of the contract and which could not be foreseen or avoided by a prudent person.

**49. 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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Mahendratanya Barrage Gate  
Erection Project**

## **SCOPE OF WORK**

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

1. **The scope of OCCL shall be as follows:**

- i) OCCL shall provide fabricated parts of Monorail, Monorail supporting structures, assembled stoplog segments, latch arrangements, lifting beam & walkway, monorail hoist etc. to the successful Job-Worker at site of work.
- ii) OCCL shall supply required bought out materials like rubber seals, bronze pad, paint materials & fasteners to the successful Job-Worker at site of work.
- iii) OCCL shall provide welding electrodes, Welding rectifiers.
- iv) OCCL shall supply paint of reputed brand (Like BERGER / ASIAN / SHALIMAR/JOTUN) and good quality conforming to IS: 14177:1994.
- iii) Electrical power supply shall be provided at one point by OCCL. DG set with operator and POL if required will be provided by OCCL.

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

- i) Un-loading of materials sent by Corporation to site by suitable crane, tools & tackles, man & machinery.
- ii) Erection, commissioning & testing of Monorail & its supporting structures, walkway, lifting beam, latch arrangements & stoplog segments into the respective grooves including assembly of fabricated materials of hoist platform including fabrication if any to complete the monorail hoist as per drawing & instruction of Engineer-in-charge are responsibilities of the Job-Worker
- iii) The Job-Worker shall arrange a crane of suitable capacity with POL & operator for erection works.
- iv) The Job-Worker shall provide all required technical / non-technical / skilled workmen for execution of the work with unloading, shifting of fabricated, machined & assembled jobs transported to the work site / nearby accessible area and onward shifting to the sites of work.
- v) He will provide scaffolding & safety materials for execution of works. All safety measures & covid kits are to be taken during execution of work and safety equipments / materials required for the work and working personnel are to be arranged by the Job-worker.
- vi) He will execute the welding works by supply of welding machine, welding cable, welding holder, welding helmets etc.
- vii) He has to provide gas cutting sets like hand cutter, oxygen & DA gases, Oxygen regulator, DA regulator, gas hose pipes, demolition hammer for dismantling of concrete if required, all required, tools & tackles, machinery, equipments such as Air compressor, blower, sand blasting machine etc.
- viii) The Job-Worker shall arrange hutments for his workmen & water at site along with watch and ward of the all materials supplied by OCCL.
- ix) Any other unforeseen items / requirements at site of work shall be supplied/ executed by the Job-worker.
- x) The items listed above / price schedule for the work are only indicative there may be deletion / addition in the items / quantity as per necessity at site. He shall execute the items as per drawings, technical specification & direction of Engineer-in-charge.
- xi) Decision of the Engineer-in-Charge regarding scope of work of the Job-Worker shall be final and bindings on him. The Job-Worker will execute the items in the price schedule for the work as per direction of Engineer-in-Charge or his authorized representative.

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Erection Project**



## TECHNICAL SPECIFICATIONS

All erection, commissioning, testing & related mechanical works shall be done as per the followings:

- (a) Approved drawings to be issued by “Engineer-in-Charge” from time to time
- (b) Technical specifications to be issued by “Engineer-in-Charge” from time to time
- (c) Relevant standards of BIS and other National/International bodies
- (d) Directions issued by “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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Mahendratanya Barrage Gate  
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**OFFICE OF THE SENIOR MANAGER (MECH.)**  
**ODISHA CONSTRUCTION CORPORATION LIMITED**  
 (A GOVT. OF ODISHA UNDERTAKING)  
**MAHENDRATANAYA BARRAGE GATE ERECTION PROJECT,**  
 Central Workshop, Rasulgarh, Bhubaneswar – 10.

**PRICE SCHEDULE**

Name of the work : Erection of Stoplogs, Latch arrangements for Stoplogs, Lifting Beam, Monorail Supporting Structures, Monorail hoist & Walkway with painting of above structures and second stage concreting including commissioning and trial testing of Stoplog segments by supply of required crane, machinery, labourers, consumables, concreting materials, tools & tackles etc. required to complete the work including commissioning & trial testing of stoplog segments as per drawings & direction of Engineer-in-charge for operation of monorail hoist at Mahendratanya Barrage Gate Erection Project, Dambapur, Dist.: Gajapati. vide Tender Call Notice No. OCC/MBGEP /01/2021-22 dated 20.12.2021

Sl. No	Description of items	Quantity in Unit	Rate per each unit				Total Amount for full quantity in `	
			Basic price including, unloading, loading, shifting, handling charges etc. as required in ` per Unit	GST as applicable in ` per Unit	Total in figures in ` per Unit	Total in words in ` per Unit	In figures	In words
1	2	3	4	5	6 = (5+4)	7	8 = (3x6)	9
	<b>ERECTION OF STOPLOGS, LATCH ARRANGEMENTS, LIFTING BEAM &amp; MONORAIL SUPPORTING STRUCTURES , MONORAIL HOIST ETC.</b>							
1	Erection of stoplog leaf - 05 sets, latch arrangements -10 sets, lifting beam- 01 set, monorail supporting structures - 10 sets & walkway -10 sets in Barrage bays & under-slucice bays after unloading, shifting the materials by lowering & lifting of stoplog segments in each stoplog groove after fitting of rubber seals & bronze pads and latching them on latch arrangements by operation of monorail hoist as per direction of Engineer-in-charge.	85 MT (Approx.)						

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Erection Project

Sl. No	Description of items	Quantity in Unit	Rate per each unit				Total Amount for full quantity in `		
			Basic price including, unloading, loading, shifting, handling charges etc. as required in ` per Unit	GST as applicable in ` per Unit	Total in figures in ` per Unit	Total in words in ` per Unit	In figures	In words	
1	2	3	4	5	6 = (5+4)	7	8 = (3x6)	9	
2	<b>FINAL PAINTING OF LIFTING BEAM, LATCH, MONORAIL SUPPORTING STRUCTURES &amp; WALKWAY ETC.</b>								
	<b>Final painting</b> of 01 set of lifting beam, 10 sets of monorail supporting structures & 10 sets of walkway after surface preparation with all labours, painting accessories, scaffolding, machinery required for surface preparation & painting etc. by preparation of surface to be painted by cleaning with sand blasting Over the prepared surface two coats of zinc phosphate primer giving minimum dry film thickness of 40 ± 5 microns per coat followed by one coat of micaceous iron oxide paints giving minimum dry film thickness of 65 ± 5 microns and two coats synthetic enamel paints conforming to IS: 2932 giving minimum dry film thickness of 25 ± 5 microns per coat are to be applied with an interval of 24 hours between each coat of dry film thickness of all coats including primer coats not less than 175 microns as per IS : 14177:1994 & application of cardium compound on wire rope as per direction of Engineer-in-Charge.	1550.00 M <sup>2</sup> (Approx.)							
3	<b>FINAL PAINTING OF STOPLOGS</b>								
	<b>Final painting</b> of 5 sets stoplogs, 10 sets latch arrangement, etc. including surface preparation as per IS:14177:1994 with all labours, painting accessories, scaffolding, machinery required for surface preparation & painting etc. by preparation of surface to be painted by cleaning with sand blasting. Over the prepared surface two coats of zinc rich primer giving minimum dry film thickness of 70 ± 5 microns followed by two coats of solvent less coaltar epoxy paints of minimum dry film thickness of 150 ± 5 microns per coat are to be applied with an interval of 24 hours between each coat. Total dry film thickness of all the coats including primer coat shall not less than 350 microns complete as per direction of Engineer-in-Charge. .	425.00 M <sup>2</sup> (Approx.)							

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Sl. No	Description of items	Quantity in Unit	Rate per each unit				Total Amount for full quantity in `	
			Basic price including, unloading, loading, shifting, handling charges etc. as required in ` per Unit	GST as applicable in ` per Unit	Total in figures in ` per Unit	Total in words in ` per Unit	In figures	In words
1	2	3	4	5	6 = (5+4)	7	8 = (3x6)	9
<b>4</b>	<b>SECOND STAGE CONCRETING</b>							
	Providing reinforcement cement concrete grade M 25 for second stage concreting (RCC) in block outs for fixing of foundation bolts as per drawings in the block outs of walk way of size 350 x 350 x 500 x 48 nos , block outs of latch arrangements of size 600 x 500 x 500 x 20, and block outs of monorail coloumn of size 800 x 600 x 1000 x 13 nos. using 20 mm & down graded crusher broken hard granite agreeegates of approved grade from approved quarry free from weathered skin surface dust & any other deleterious materials as per approved design, drawings & specifications with all leads, lifts, delifts including cost, carriage, royalty & taxes of all materials, mixing, carrying, placing and vibrating concrete by mechanical means including chipping and chiseling old concrete surface, providing rigid & smooth shuttering/form works for RCC and removing/dismantling form works after required days of curing concrete including supply of all tools, plants, machineries, labour charges, cost & carriage of water for mixing & curing concrete including hire & running charges of all machineries/equipments, constructions /erection & removal of gangway, staging, scaffoldings and incidental charges complete as per direction of the Engineer-in-Charge. .	16.00 CUM (Approx.)						

- All items in BOQ are subject to actual measurements.

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