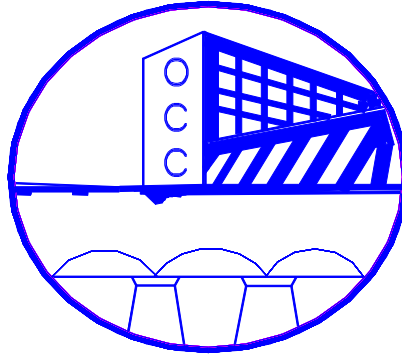


**ODISHA CONSTRUCTION CORPORATION LTD.**  
**(A GOVERNMENT OF ODISHA UNDERTAKING)**  
**LOWER SUKTEL GATE ERECTION PROJECT,**  
**Shantipara, Balangir.**



DESIGNED TO EXCEL

**TENDER DOCUMENT**

**Tender Call Notice No. OCC/ LSGEP / 01 / 2023-24 Dated 01.06.2023**

**Name of work:**

**“Fabrication, Assembly of Hoist Bridge, Trunnion Walkway for Radial Gates including Cutting to shape, Fitting and Assembling, Welding the members as per Dimension and Specifications in the Approved Drawing and direction of Engineer-in-Charge at Lower Suktel Gate Erection Project, Magurbeda, Balangir on Turnkey basis ”.**

**(This tender document contains 19 sheets including this cover page)**

**Signature of Bidder 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,  
Shantipara, Balangir**

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**Tender Call Notice No. OCC/ LSGEP / 01 / 2023-24 Dated 01.06.2023**

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

Sl. No.	Name of the work	Class of Enlisted Job -worker	Period of Completion of work	Cost of tender Document inclusive of GST @ 18%	EMD Cost
1	“Fabrication, Assembly of Hoist Bridge, Trunnion Walkway for Radial Gates including Cutting to shape, Fitting and Assembling, Welding the members as per Dimension and Specifications in the Approved Drawing and direction of Engineer-in-Charge at Lower Suktel Gate Erection Project, Magurbeda, Balangir on Turnkey basis”.	M-IV & Above Grade	30 Days	Rs.4,720/- Non-refundable	1% of Basic quoted value

2. The tender document may be downloaded from the OCCL website [www.odishaconstruction.com](http://www.odishaconstruction.com) . However, the cost of tender document & EMD as indicated in the table above must be deposited with the tender documents in shape of account payee Demand Draft drawn on any Nationalized Bank/Scheduled Bank payable at **Balangir (Odisha)** (Non-refundable) in favour of **Odisha Construction corporation Ltd.- Project Account** otherwise, the tender will be cancelled. OCCL will not be responsible for missing of any pages, while downloading the tender documents.
3. The tender document must be submitted in the office of the **Senior Manager (Mech.), Odisha Construction Corporation Ltd., Lower Suktel Gate Erection Project, Shantipara, Balangir** which will be received from **01.06.2023 to 12.06.2023** up to **3.00 P.M.** and will be opened on **12.06.2023** at **4.00 P.M.** in the office of the Senior Manager(M), **Lower Suktel Gate Erection Project, Shantipara, Balangir** in the presence of the job-Workers or their authorized representatives, if they so desire. If the last date of submission & receipt of tender and opening of tender happens to be a holiday, the date will be deferred to the next working day, however, the time and venue shall remain unaltered. The undersigned shall not be responsible for any kind of delay by postal authorities. **Tenders received without EMD will be out rightly rejected.**

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

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

4. **Intending Job-Workers are required to furnish the following documents along with their tenders.**
- (i) Complete tender document duly filled-in, signed & stamped on each page by the Job-Worker or his/their Power of Attorney holder with date, full name, designation and official seal. In case of Power of Attorney holder the copy of such delegation is to be enclosed with the tender documents. Power of Attorney to be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp act. The stamp paper to be in the name of the job-worker who is issuing the power of attorney.
  - (ii) Cost of tender document & **EMD Amount (Annexure-A).**
  - (iii) Copy of up-to-date valid GST.
  - (iv) Copy of valid registration certificate issued by Provident Fund Authority.
  - (v) Copy of valid ESI registration certificate.
  - (vi) Copy of PAN card.
  - (vii) Copy of labour license (The Job-Worker is required to furnish necessary labour license, issued by competent authority before commencement of the work.).
  - (viii) Copy of document indicating residential address.
  - (ix) Affidavit duly registered before NOTARY regarding authenticity of documents (Annexure-C),
  - (x) Copy of valid enlistment certificate of Job-worker issued by "OCC Ltd".
  - (xi) No Relation Certificate (Annexure-D), Structure and organization (Annexure-B).
  - (xii) Copies of documents on credentials and proofs in support of successful execution of similar nature of works.
  - (xiii) Detail planning of men, machinery and materials for execution of tendered work.
  - (xiv) Undertakings in prescribed format available in tender document (Annexure-E) & (Annexure-F)
  - (xv) The Job-Worker if required shall be asked to furnish rate analysis for the tendered work for the quoted amount.
5. The Job-Worker may visit Lower Suktel Project site, Bolangir before quoting the rates.
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, technical specifications, relevant approved drawings & price schedule as per terms & conditions of Agreement & direction of Engineer-in-charge .
10. 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.
11. 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.
12. **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.**
13. 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.
14. 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 Bidder 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, EMD AND DOCUMENT DEPOSIT PARTICULARS

1. Cost of Tender Paper amounting to Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_) only vide reference of Demand Draft in  
any nationalized bank/ \_\_\_\_\_ Dated \_\_\_\_\_ issued  
by \_\_\_\_\_ Bank, \_\_\_\_\_  
Branch \_\_\_\_\_.

2. EMD Amount Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only.

3. GST Registration Certificate.

4. P.A.N. Card

5. Names of relations in O.C.C. Ltd.

6. Any other documents.

Full signature of “Job-Worker”  
with date and seal.

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

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

**FORM – A STRUCTURE AND ORGANISATION**

1. Name of Job-Worker .....
  2. Nationality of Job-Worker .....
  3. Office Address .....
  4. Telephone No. Land phone .....
  - Mobile .....
  - Fax No .....
  - E-mail id .....
  5. Location of establishment .....
  6. The Job-Worker is
    - a. An individual
    - b. A proprietary firm
    - c. A limited company or limited corporation
    - d. A member of a group of companies (If yes, give names, address and present description of other companies.
    - e. A subsidiary of large organization (If yes, give names, address of the present organization)
    - f. If the company is subsidiary state what involvement if any, will the parent company have in the project.
- Attach the organization chart showing the structure of the organization including the names of the Directors position of officer.
7. Number of year of experience
    - a. As a prime Contractor
- I** In own country
- II** Other country (specify country)

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

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

**(AFFIDAVIT)**

(To be submitted in original in legal stamp paper duly registered)

1. The undersigned hereby certifies that, all the statements made in the required attachments are true and correct. If any of the documents submitted by us is found to be false and fabricated, then appropriate action as deemed fit as per the law of land may initiated against us.
2. The undersigned also hereby certify that, neither our firm \_\_\_\_\_ nor any of its construction partners have abandoned any **MECHANICAL** or other project work in India nor any contract awarded to us for such works have been rescinded during the last five years prior to the date of this tender.
3. The undersigned hereby authorized and request (s) bank, firm or Corporation to furnish pertinent information as deemed necessary and as requested by the Corporation to verify this statement or regarding my (our) competency and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the Corporation.

(Signed by an Authorized of the firm)

Title of Officer

Name of Firm

Date.

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

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

**CERTIFICATE OF NO-RELATIONSHIP**

I/We hereby certify that I/We am/are not related to any officer of Govt. of Odisha/OCC Ltd of the rank of Asst. Executive Engineer and above and any officer of the rank of Under Secretary and above in the W.R. Department. I/We am/are aware that if the facts subsequently proved to be false my/our contract will be rescinded with forfeiture of EMD & security deposit and I/We shall be liable to make good the loss or damage resulting from such cancellation. I/We also note that, non- submission of this certificate will render my/our tender liable for rejection.

**Signature of the Job-Worker Name**

Address :

Date :

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

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

**UNDERTAKING TO PAY MINIMUM WAGES**

We do hereby undertake that, we shall pay wages of each labour at the rate not less than the wages as per Minimum Wages Act in force during the time of execution 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 labours relating to non-payment or less payment of wages to them and his decision will be final and binding on us. We do here by undertake to make insurance of the labours as per the risk factor involved to their work.

**Signature of the Job-Worker Name**

Address :

Date :

**Signature of Bidder 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-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 Bidder 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, Shantipara, Balangir 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.

**Signature of Bidder or his/their power  
of attorney holder with date, full name,  
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**Senior Manager (Mech.),  
Lower Suktel Gate Erection Project.**

- 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”.
- 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 05 (Five) % 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”.

**Signature of Bidder or his/their power  
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**Senior Manager (Mech.),  
Lower Suktel Gate Erection Project.**

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.**

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".

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

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

**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.

**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.

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

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

**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. 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”.

**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.

**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”.

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

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

**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 Bidder 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”.

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

## **SCOPE OF WORKS**

Scope of Job-worker and OCCL for the work, **“Fabrication, Assembly of Hoist Bridge, Trunnion Walkway for Radial Gates including Cutting to shape, Fitting and Assembling, Welding the members as per Dimension and Specifications in the Approved Drawing and direction of Engineer-in-Charge at Lower Suktel Gate Erection Project, Magurbeda, Balangir on Turnkey basis shall be as under.**

**1. The scope of OCCL shall be as under.**

- i) OCCL shall 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 shall provide suitable capacity Cranes with operator & POL for the Fabrication work.
- iii) OCCL shall provide all M.S Materials like Plates, Joist, Channel and Angle members etc. as required for Assembly of 05 nos. Hoist Bridge Platform work and Fabrication & Assembly of 06 nos. Trunnion Walkway work as per Drawing at work site.
- iv) OCCL shall provide Welding Rectifiers and Electrodes required for Fabrication work at work site.
- v) 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 Fabrication work.
- vi) In case of non-availability of electricity, DG Set with operator and POL will be arranged by OCCL for Fabrication work.

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

- i) The Job-worker shall provide all required Technical Supervisor / Non-Technical / Skilled / Semiskilled / Unskilled workmen and one helper to the crane as per requirement at his own cost for execution of the Fabrication work.
- ii) The Job-worker shall provide all tools & tackles like Chain pulley, W.R / M.R pulley, Lifting Jack, Turn Buckles, D-shackle, Crowbar, Measuring tapes etc. consumables, industrial gas, cutting set, angle grinder and other materials as required at his own cost for execution of the Fabrication work.
- iii) Loading/Unloading of materials and shifting of fabricated materials, Jobs etc. at work site will be borne by the Job-Worker at his own cost.
- iv) The Job-worker shall provide and ensure all safety by providing required safety materials to the working crew during execution of the work at site at his own cost.
- v) The Job-worker shall arrange all the amenities like water, rest shed/ hutments etc. for the workmen at his own cost.
- vi) Proper Watch & Ward with Security to Corporation Properties like Crane, Welding Machineries, Jobs, M.S Materials, Scrap etc. are in the Scope of Job-Worker and shall borne by Job-Worker.

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.

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designation and official seal**

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

OFFICE OF THE SENIOR MANAGER (MECH.)  
ODISHA CONSTRUCTION CORPORATION LTD.  
(A GOVT. OF ODISHA UNDERTAKING)  
LOWER SUKTEL GATE ERECTION PROJECT,  
Shantipara, Balangir.

To be furnished in original

Tender Call Notice No. OCC/ LSGEP / 01/ 2023-24 Dated 01.06.2023

**BILL OF QUANTITY AND PRICE SCHEDULE**

Price schedule for the work:

**“Fabrication, Assembly of Hoist Bridge, Trunnion Walkway for Radial Gates including Cutting to shape, Fitting and Assembling, Welding the members as per Dimension and Specifications in the Approved Drawing and direction of Engineer-in-Charge at Lower Suktel Gate Erection Project, Magurbeda, Balangir on Turnkey basis”.**

Sl. No.	Description of work	Unit	Qty.	Rate per unit			Total amount for full quantity (Including GST)	
				In figure in (Rs.)	In words	GST as applicable @ 18 %	In figure in (Rs)	In words
A.	Labour Charges for Assembly of Hoist Bridge for Radial Gates as required Cutting to shape, Fitting and Assembling, Welding the members as per Dimension and Specifications in the Approved Drawing as received from Central Workshop, Rasulgarh and direction of Engineer-in-Charge including cost of all consumables like Industrial Gas, Tools & Tackle etc. at Lower Suktel Gate Erection Project, Magurbeda, Balangir on Turnkey basis”.	Set	05					
B.	Labour Charges for Fabrication, Assembly of Trunnion Walkway for Radial Gates including Cutting to shape, Fitting and Assembling, Welding the members as per Dimension and Specifications in the Approved Drawing and direction of Engineer-in-Charge including cost of all consumables like Industrial Gas, Tools & Tackle etc. at Lower Suktel Gate Erection Project, Magurbeda, Balangir on Turnkey basis”.	Set	06					
<b>TOTAL = (A + B) =</b>								

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Lower Suktel Gate Erection Project.