

**OFFICE OF THE SENIOR MANAGER (MECH.), E&M-I
ODISHA CONSTRUCTION CORPORATION LTD.**

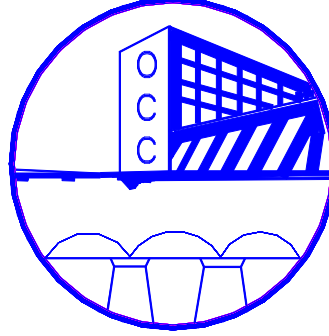
(A Govt. of Odisha Undertaking)

KUSUMI BARRAGE GATE WORKS PROJECT

CENTRAL WORKSHOP, RASULGARH, BHUBANESWAR – 751010.

E-mail: smoccmmanjore@gmail.com

GSTIN- 21AAACO2571K2ZM



DESIGNED TO EXCEL

TENDER DOCUMENT

Tender Call Notice No. OCC/SM (M)/E&M/09/2023-24 dated 15.03.2024

Name of Work :

**“Electrical arrangement for power supply to all 06 Nos. of barrage bay gates,
02 nos. of under sluice gates and hoisting arrangements with illumination at
Kusumi Barrage Gate Works Project, Sunalati, Nayagarh as per the direction of
Engineer-in-Charge.”**

(This Tender document contained 22 (Twenty two) sheets including this cover page)

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

**Senior Manager(Mech.), OCCL,
Erection and Maintenance**

**OFFICE OF THE SENIOR MANAGER (MECH.), E&M-I
ODISHA CONSTRUCTION CORPORATION LTD.
(A Govt. of Odisha Undertaking)**

KUSUMI BARRAGE GATE WORKS PROJECT

Central Workshop, Rasulgarh, Bhubaneswar - 751010

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1. On behalf of M/s Odisha Construction Corporation Ltd. ("OCCL"), the Senior Manager (Mech.), Erection and Maintenance-I, O.C.C. Ltd., Central Workshop, Rasulgarh, BBSR-10 (Odisha) invites sealed Tenders from the interested Electrical Contractor having EHT / LT (MV) license. Registered Electrical Firm enlisted with OCCL having relevant experience on L.T. erection and installation work for the following items / work(s).

Sl. No.	Name of work	Cost of Tender document + CGST @ 9% + SGST @ 9% (in ₹.)	EMD Excluding GST (in ₹.)	Period of completion	Class of Job-worker
1	Electrical arrangement for power supply to all 06 Nos. of barrage bay gates, 02 nos. of under sluice gates and hoisting arrangements with illumination at Kusumi Barrage Gate Works Project, Sunalati, Nayagarh as per the direction of Engineer-in-Charge.	7,080/- (Non-refundable)	Rs. 13,489/-	30 (Thirty) days	EHT / LT (M.V) license

2. The Tender document may be downloaded from OCCL website www.odishaconstruction.com or Govt. of Odisha website www.tendersorissa.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 nationalized / scheduled bank payable at Bhubaneswar only in favour of "Odisha Construction Corporation Ltd. - Project Account" may be deposited along with the Tender.
3. The tender document must contain EMD amounting to **Rs. 13,489/- (Rupees thirteen thousand four hundred eighty nine)** only in shape of N.S.C. / Post Office Saving Bank Account / Post Office Time Deposit Account / Kisan Vikas Patra / Bank Guarantee in favour of Odisha Construction Corporation Limited, Bhubaneswar from any Nationalised Scheduled Bank in India counter guaranteed by it's local branch at Bhubaneswar /e-Bank Guarantee executed on the National e-Governance Services Limited(NeSL) Digital Document Execution Portal.
4. **Tender document received without cost of tender paper & EMD shall be out rightly rejected.**
5. The Tenders must be submitted to the Senior Manager(Mech.), Erection and Maintenance-I, Odisha Construction Corporation Ltd., Central Workshop, Rasulgarh, BBSR - 10 (Odisha) on or before **3.00 PM** on **27.03.2024** and will be opened on **same day** at **4.00 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

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

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Erection and Maintenance**

6. The Job-Workers preferably should have executed similar nature of work (MV erection & installation work) in the past. Work order and work completion certificate from the existing agency must be furnished with the bid. However the decision of OCCL regarding qualifying criteria of the bidder is final and binding on the Job-Workers.
7. Intending Job-Workers are required to furnish the following documents along with their tender.
 - (i) Complete tender document duly filled in and signed 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 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 in enclosed format (**Annexure - A**)
 - (iii) Copy of valid GST certificate.
 - (iv) Copy of valid registration certificate issued by Provident Fund Authority.
 - v) Copy of valid ESI registration certificate issued by competent authorities.
 - vi) Copy of PAN card
 - vii) Copy of document indicating residential address.
 - viii) Undertakings in prescribed available in tender document (**Annexure-B**).
 - ix) Copy of valid enlistment certificate of EHT / LT (M.V) license as Job-Worker issued by "OCC Ltd.".
 - x) Structure and organization(**Annexure-C**), No Relation Certificate (**Annexure-E**) and undertaking to pay minimum wages of workmen (**Annexure-F**)
 - xi) Affidavit duly registered before NOTARY regarding authenticity of documents (**Annexure-D**)
 - xii) Detailed planning of men, machinery and materials for executing the work tendered herein.
 - xiii) Copies of documents on credentials in support of execution of similar nature of work.
 - xiv) Copy of valid EHT / LT (M.V) license issued from competent authority
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 bill of quantity & price schedule format only.
10. The successful Job-Worker shall have to execute the work as per scope of work, technical specifications & price schedule as per direction of Engineer-in-charge and terms & conditions of agreement.
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. Tender through Fax/Telex/Telegram/e-mail will not be accepted
13. The Job-Worker registered under NSIC / MSME for participation in tender / quotation / bid are not entitled for exemption from payment of Tender paper cost / quotation / bid 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 bid should be for a period of **90**(Ninety) days from the date of opening.OCC Ltd. may ask for further extension of validity if required without any price rise.
15. OCCL will not be responsible for missing of any pages while downloading the tender documents.

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 Court at Bhubaneswar only.

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COST OF TENDER DOCUMENT, EMD AND DOCUMENT DEPOSIT PARTICULARS**DETAILS OF EARNEST MONEY DEPOSIT 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. EMD of Rs. **13,489** /- (Rupees thirteen thousand four hundred eighty nine) only in shape of N.S.C. / Post Office Saving Bank Account / Post Office Time Deposit Account / Kisan Vikas Patra / Bank Guarantee in favour of Odisha Construction Corporation Limited, Bhubaneswar from any Nationalised Scheduled Bank in India counter guaranteed by it's local branch at Bhubaneswar / e-Bank Guarantee executed on the National e-Governance Services Limited(NeSL) Digital Document Execution Portal vide No. _____ in Post Office / nationalized bank / scheduled bank _____ Dated _____ issued _____ by _____ Bank, _____ Branch _____

3. GST Certificate :

4. P.A.N. card :

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

6. Any other documents :

Full signature of "Bidder" with date and seal

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

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UNDERTAKING OF BIDDER

I / We Shri

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

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

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

Full signature of "Bidder" with date and seal

Present address for correspondence:

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

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**FORM – A
STRUCTURE AND ORGANISATION**

- 1. Name of Bidder
- 2. Nationality of Bidder
- 3. Office Address
- 4. Telephone No.
 - Land phone
 - Mobile
 - Fax No

e-mail id

- 5. Location of establishment

6. The Bidder 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 Tenderer or his/their
power of attorney holder with date, full
name, designation and official seal**

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(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 uploaded by us is found to be false and fabricated, then appropriate action as deemed fit as per the law of land may be initiated against us.
2. The undersigned also hereby certify that, neither our firm _____ nor any of its construction partners have abandoned any **Electrical** 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 bid.
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 Tenderer or his/their
power of attorney holder with date, full
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**Senior Manager(Mech.), OCCL,
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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 Bidder

Name _____

Address _____

Date : _____

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

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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 Labourers relating to non-payment or less payment of wages to them and his decision will be final and binding on us.

Signature of the Bidder

Name _____

Address _____

Date : _____

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

**Senior Manager(Mech.), OCCL,
Erection and Maintenance**

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- (i) **“CORPORATION”** means **ODISHA CONSTRUCTION CORPORATION LTD. (“OCCL” in short)** with registered office at Unit-8, Gopabandhunagar, Bhubaneswar – 751 012 (Odisha) represented through its Managing Director or any other officer as designated by the Corporation from time to time.
- (ii) **“ENGINEER-IN-CHARGE”** means the qualified engineer deployed by OCCL at work site for the work including the Senior Manager (Mech.), Odisha Construction Corporation Ltd., Erection & Maintenance-I, Central Workshop, Rasulgarh, Bhubaneswar–751010 (Odisha) or their authorized person.
- (iii) **“BIDDER/JOB-WORKER”** means the enlisted person/firm/ Organisation having men, machinery, materials etc. to execute the work satisfactorily as per scope indicated herein within stipulated period.
- (iv) **“CLIENT”** means the State Govt. or Central Govt. organization or any individual from whom “OCCL” has received the work for execution.

2. AGREEMENT

The “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 bidder will be suspended from being eligible for bidding/award of all future contract(s) of OCCL/ Government of Odisha for a period of three year from the date of committing such breach.

3. CONDITIONS FOR SUPPLY ITEMS.

- i) The Job-Worker shall quote their rates **F.O.R. Odisha Construction Corporation Ltd., Kusumi Barrage Gate Works Project , Sunalati, Nayagarh** inclusive of all levies, duties, handling, transportation, transit insurance, loading, unloading etc. Applicable taxes as per GST shall be indicated separately besides basic price strictly in the space if provided in price schedule format.
- ii) The material should be guaranteed against any manufacturing defects for a period of 18 months of receipt, verification and acceptance of the complete materials along with bill, test certificate, guarantee certificate and other documents or 12 months from the date of erection, electrical installation, testing & commissioning whichever is later. Materials if found defective within the guarantee period, the same shall have to be replaced free of cost by the Job-Worker.
- iii) Materials to be supplied shall be strictly as per proper specification & applicable make should be clearly mentioned against each item. In case of any doubt on the item the Job-Worker may contact the undersigned for confirmation before quoting rate.
- iv) The validity of the offer should be for a period of **90 (Ninety) days** from the date of opening of the tender.
- v) The complete order shall have to be executed within **30 (Thirty) days** from the date of issue of the work order /agreement failing which the work order/agreement is liable for cancellation. In case of any delay in supply of material beyond the delivery schedule and completion of erection, electrical installation, testing & commissioning whatever may be the reason, Job-Worker shall be liable to pay L.D. @ 0.5%(half percent) of the total work value of delay or part thereof subject to a maximum of 5% (five percent) of the total work value.
- vi) Job-Worker shall have to provide circuit diagram of each assembled unit for reference of the purchaser. Copy of the test report of all electrical accessories, spares, equipments etc. used for repair of Hoist are to be tested in Govt. approved laboratory by electrical job-worker and to be submitted to OCCL when required.

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4. 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-Worker" should be firm for the entire period of execution.

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

The bidder will quote their basic rate including all taxes but excluding GST as applicable from time to time in tender schedule. GST as extra will be paid to the successful Job-Worker.

5. PAYMENT TERMS

- (i) No advance, no price escalation and no price adjustment shall be paid for the work. The rates shall remain firm throughout the agreement period.
- (ii) The payment to the "Bidder" shall be limited to the measurements taken and accepted by the client. The "Bidder" cannot raise any dispute over the measurements allowed by the "Engineer-in-Charge" for the purpose of payment..
- (iii) The Bidder will bear the full cost of rectification or replacement of works required as per direction of "Client" or "Engineer-in-Charge".
- iv)
 - a) 60% of value towards cost of materials after delivery at site of work including packing, forwarding, handling, transportation , transit insurance, loading, unloading shall be made within 30(thirty) days after receipt, verification and acceptance of the complete materials along with bill, test certificate, guarantee certificate and other documents.
 - b) 30% towards cost of materials and 90% value towards labour cost for repair, dismantling, erection, electrical installation, testing and commissioning shall be made within 30(thirty) days after successful erection, electrical installation, testing & commissioning.
 - c) Balance 10% of cost of material shall be released within 60(sixty) days against receipt of Performance Bank Guarantee (PBG) for 10% value of total cost(basic) of material valid for guarantee period i.e. 18(eighteen) months from the date of acceptance of the complete materials along with bill, test certificate, guarantee certificate and other documents. In absence of PBG, balance 10% value of cost of material shall be released after 18 months from the date of receipt, verification and acceptance of the complete materials along with bill, test certificate, guarantee certificate and other documents or 12 months from the date of successful erection, electrical installation, testing & commissioning whichever is later.
 - d) Balance 10% towards labour cost for erection, electrical installation, testing & commissioning will be released after 60 (sixty) days of satisfactory completion of work.

6. SECURITY DEPOSIT

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

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7. INITIAL SECURITY DEPOSIT (ISD)

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

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

8. WITHHELD AMOUNT FOR EPF, FPF AND ESI DUES

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

9. INCOME TAX, GST, OTHER TAXES, DUTIES, LEVIES ETC.

Income tax at the prevailing rate from time to time will be deducted from each bill of the "Job-Worker" and shall be deposited with Income Tax Authorities. No VAT on works contract shall be levied from the bills of "Job-Worker". However, the "Job-Worker" shall bear GST on materials procured by him. Any other taxes, duties, royalties, levies etc. as applicable from time to time shall also be deducted.

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

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

11. RECORD OF MATERIALS, CONSUMABLES, MACHINERY, EQUIPMENTS, TOOLS, TACKLES ETC.

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

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

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

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

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

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

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

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

13. SCRAP STEEL MATERIALS/CUT PIECE RODS

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

14. ELECTRICITY

Electricity arrangement like power cables and accessories will be arranged by the Job worker required for completion of the work at his own cost. The Job-worker has to arrange DG set with operator & POL to complete the work at his own cost.

15. MEASUREMENT OF WORK

The quantity of work executed shall be measured and payment made once in a month or on completion of work or on termination of the agreement, when final measurement will be made and account will be adjusted accordingly. The decision of the "Engineer-in-Charge" regarding the rates, progress, measurement and quality of the work shall be final and binding on the "Job-Worker".

16. INDIAN STANDARDS, DRAWINGS AND SPECIFICATIONS

The work shall be carried with due diligence and in a workman like manner in accordance with relevant Bureau of Indian Standard specifications on the basis of latest approved drawings and technical specifications supplied by "Corporation" in absence of which as per the direction of "Engineer-in-Charge". The technical specifications in the relevant agreement between the "Corporation" & owner and approved drawings & technical specifications issued by the owner & "Corporation" shall be the basis for execution of work under the agreement. In the absence of approved drawings and technical specifications, the direction of the "Engineer-in-Charge" shall be final and binding on the "Job-Worker".

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

17. PAYMENT TO WORKMEN

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

18. WORKMEN COMPENSATION

In case of any loss due to accident arising during/in connection with execution of the contract, the "Job-Worker" will pay compensation to his workmen. The "Job-Worker" will be fully responsible for his workmen as per workmen's compensation act and labour laws in force during entire period of execution of contract. In case, the "Job-Worker" fails to do so, the "Corporation" may pay the same and recover the same from the bills/ dues of the "Job-Worker".

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

**Senior Manager(Mech.), OCCL,
Erection and Maintenance**

19. INFORMATION OF WORKMEN

The "Job-Worker" will make his own arrangements for procurement of labour and shall furnish all information of workmen employed by him like name, father's name, full permanent address, sex and age to the "Engineer-in-Charge" along with the pay.

20. STATUTORY REQUIREMENTS

The "Job-Worker" shall comply all statutory requirements applicable at site of work such as minimum wage act, labour act, factory act, workmen's compensation act, provident fund rules, 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.

21. MINIMUM AGE OF WORKMEN

The "Job-Worker" shall not employ any person, who is below the age of 18(Eighteen) years or unfit for the tendered items. The "Engineer-in-Charge" shall have right to decide, whether any labour employed by the "Job-Worker" is below the age of 18(Eighteen) years or unfit and refuse to allow any labour, whom he decides to be below the age of 18 years or unfit for any other reason.

22. LABOUR LICENCE

The "Job-Worker" has to obtain valid labour 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.

23. MINIMUM WAGE ACT

The "Job-Worker" shall pay wages of each labour at the rate not less than the wages as per Minimum Wages Act in force and as may be amended from time to time. The "Engineer-in-Charge" has the right to enquire into and decide on any complaint of the labourers relating to non-payment or less payment of wages to them and his decision will be final and binding on the "Job-Worker".

24. NON-PAYMENT OF DUES OF LABOURERS

If the "Job-Worker" fails to pay the dues of labourers engaged by him for this work in time, the same shall be paid by the "Engineer-in-Charge" directly to the deserving workers. The expenditure so incurred on account of non-payment or less payment shall be recovered from the bills or any other dues of the "Job-Worker".

25. PROVIDENT FUND (PF)

Employees Provident Fund., wherever applicable, shall be payable by the "Job-Worker" as per the Provident Fund Rules in force and shall keep the "Corporation" indemnified for it. He should get the registration number for this from the Regional Provident Fund Commissioner, Odisha. He shall produce the records in support of payment of EPF/FPF dues to the "Engineer-in-Charge" for check and record by the "Engineer-in-Charge".

26. EMPLOYEES STATE INSURANCE SCHEME (ESI)

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

27. WORKMEN INSURANCE

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

28. HUTMENTS/TEMPORARY ACCOMMODATION

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

29. IDLE LABOUR

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

30. WORKING IN SHIFTS

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

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**Senior Manager(Mech.), OCCL,
Erection and Maintenance**

31. CLAIMS AND LIABILITIES

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

32. SAFETY

The "Job-Worker" should abide by the safety laws and rules of statutory bodies, "Corporation" and owner as per directions of "Engineer-in-Charge" and Safety Officers inspecting from time to time.

33. WATCH AND WARD

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

34. AUTHORISED PERSON

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

35. SPLITTING UP WORK

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

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

36. BREACH OF CONTRACT

The 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.

37. TERMINATION OF CONTRACT

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

38. RESPONSIBILITY OF JOB-WORKER

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

39. PROGRESS OF WORK AND PENALTY

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

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Erection and Maintenance**

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”. Noclaim will be allowed to the “Job-Worker” in this regard.

40. REJECTION DUE TO BAD WORKMANSHIP

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

41. TESTING OF WELDERS AND OTHER SKILLED/SEMI-SKILLED WORKMEN

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

42. QUALITY ASSURANCE AND QUALITY CONTROL

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

43. SITE VISIT

The “Job-Worker”, interested to participate in the tender, should visit the site of work and get himself acquainted with site conditions and tendered work before submitting the tender. The site of the work at Kusumi Barrage Gate Works Project, Sunalati, Nayagarh.

44. DEVIATION OF PROVISIONS IN AGREEMENT

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

45. RIGHT OF THE “CORPORATION”

The “Corporation” reserves the right to cancel a particular Tender call or all Tender calls without assigning any reason thereof. The items can be splitted among two or more tenderers at any stage. The offer of any Tendereror all may be cancelled without assigning any reason thereof. The requirements shown in anyTender call notice are only indicative and may vary.

46. APPROACH ROAD, HAUL ROAD ETC.

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

47. SUB-LETTING

The work under any agreement shall not be assigned or sublet to any body by the “Job Worker”. If the “Job- Worker” shall assign or sublet or attempt to do so, the “Engineer-in-Charge” shall terminate the agreement and shall get the work done through any other agency or of its own at the risk and cost of the “Job-Worker”. No claim will be allowed to the “Job-Worker” in this regard. “OCCL” reserves the right to have access also to units of the “Job-Worker” to verify, if works are actually executed by him.

48. EXECUTION OF EXTRA ITEMS AND EXTRA QUANTITIES

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

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49. FORCE MAJEURE

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

50. JURISDICTION

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

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Special Conditions of Contract

1. The job-worker should not have been declared ineligible for corrupt and fraudulent practices by OCCL.
2. The job-worker shall bear all costs associated with preparation and submission of his tender and the OCCL will in no case be responsible and liable for those costs.
3. Where there is a discrepancy between the rates in figures and in words, the rate in words will govern. Where there is a discrepancy between the unit rate and amount, the unit rate as quoted will govern.
4. In case of discrepancy between the bill of quantities, specifications and/or drawings, the Engineer-in-Charge shall be sole deciding authority as to which shall prevail and his decision shall be final and conclusive.
5. The "Job Worker" shall, during the progress of the work, provide, erect and maintain at his own expenses all necessary temporary stores, offices etc. required for proper and efficient execution of the work.
6. Whenever the Engineer-in-Charge exercise his authority to cancel the contract for insolvency assignment or transfer or subletting of contract, he may complete the work by any means at the Job worker's risk and expenses provided always that in the event of the cost of completion (as certified by Engineer-in-Charge which is final and conclusive) being less than the contract cost, the advantage shall accrue to OCCL. If the cost exceeds, the Job worker shall either pay the excess amount ordered by Engineer-in-Charge or the same shall be recovered from the Job worker by other means.
7. If the Job worker makes default in commencing the work within a reasonable time or within the time specified, or having taken over the site, does not commence the work within a reasonable time, or if the Job worker, in the opinion of the Engineer-in-Charge, during the currency of the contract makes default in proceeding with the work, or progress of work is slow, or in the opinion of the OCCL/Engineer-in-Charge the workmanship is poor, or if the Job worker fails to comply with any of the terms and conditions of the contract, or fails to complete the work in full or part and clears the site on or before the date of completion, or fails to achieve the progress as set out under the contract or fails to carry out the orders issued by the Engineer-in-Charge or abandons the contract or otherwise commits any breach of contract, OCCL will cancel the contract as a whole or in part or any items of work under the contract without any prior notice to the Job worker at the sole cost, risk and expense of the Job worker and get the balance work executed either by OCCL itself, or by another Job worker or through any other agency as deemed fit. In such an event, the Job worker shall be liable to make good and compensate all losses, expenses whatsoever, incurred or to be incurred by OCCL.
8. The Job worker shall be responsible for providing at his own expenses all precautions to prevent loss or damage and from any and all risks and in order to minimize the amount of any such loss or damage and for necessary steps to be taken for the said purpose until the works have been handed over complete in all respect to the Engineer-in-Charge.
9. No claim of the Job worker, whatsoever, shall be entertained after payment of the final bill.
10. Any agreement, bank guarantee, hypothecation deed etc. required to be executed under this contract shall be made at the cost of the Job worker with proper stamp duty as per the format.
11. The job-worker must visit to the Worksite and visualize its condition before quoting the rates.
12. Any correction and rectification required for the work done by the job-worker should be taken up immediately by the job-worker as per direction of the Engineer-in-Charge at his own cost.
13. The hutment, electricity, water and other day to day requirement of the worker and supervisory staff will be arranged by the job-worker. However the land (if available) required for construction of temporary hutments will be provided by OCCL on non chargeable basis. It is the responsibility of the job-worker to demolish the hutment and other structures and remove the debris immediately after completion of the work.

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SCOPE OF WORK

Name of work : "Electrical arrangement for power supply to all 06 Nos. of barrage bay gates, 02 nos. of under sluice gates and hoisting arrangements with illumination at Kusumi Barrage Gate Works Project, Sunalati, Nayagarh as per the direction of Engineer-in-Charge."

1. The scope of OCCL shall be as under.

OCCL shall provide equipments such as motors , E.M. brakes, etc. fitted to its positions which are to be connected to power supply by Job-worker through proper electrical arrangement.

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

- i) The job-worker shall provide all required technical / non-technical / High-skilled / skilled / semi-skilled / un- skilled workmen for the electrical work.
- ii) The job-worker shall supply all consumables items like hand gloves, welding rod, welding screens, welding cable, electrode holder, cutting nozzles, grinding stones, electric cables, oxygen gas, DA gas, gas hose pipes etc. required at site of work.
- iii) The job-worker shall engage only qualified workmen.
- iv) The job-worker shall supply all clamps with bolts & nut for laying of cable on cable trays.
- v) The job-worker shall supply all machinery/equipments like mechanical/power winch, gas cutting set, grinding machine, gas regulators, welding machine etc. required to complete the work.
- vi) Tools & tackles required for the work shall be supplied by the job-worker.
- vii) No accommodation will be provided by OCC Ltd. The job-worker has to arrange his own accommodation.
- viii) All safety measures are to be taken during execution of work and safety equipments / materials required to the work and working personnel are to be arranged by the job-worker.
- ix) The job-worker shall arrange hutments for his workmen at site along with watch and ward of the materials, machinery at his own cost.
- x) Electric power supply is not available at site of work. Electric demand for execution of work shall be met by Job-worker by engaging suitable D.G. with Operator and POL at his own cost.
- xi) Any other unforeseen items / requirements at site of work shall be supplied by the job-worker.

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

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TECHNICAL SPECIFICATION

1. Successful bidder shall supply L T outdoor with slanting roof floor mounted type distribution boards made out of 2mm thick CRCA sheet metal, cubical fixed on M.S. angle frame work, duly acid treated for derusting, primed and painted with 2 coats of enamel paints of approved shade; IP-52 class of protection, having hinged door with provision for cable / conduit entry and earthing studs, as per specification mentioned below duly factory wired conforming to the relevant ISS and as per special conditions of contact making good the damages caused complete as per the direction of Engineer-in-charge.
A. Incoming
 - i) 01 no. 200 Amp FP on load change over switch.
 - ii) 01 no. 200 Amp FP MCCB (25 KA)
 - iii) 1 Set 250 Amp TPN Cu Bus.**B. Outgoing**
 - i) 09 nos. 40 Amp FP MCCB (25 KA).
 - ii) 02 nos. 63 Amp FP MCCB (25 KA)
 - iii) 03 nos. 32 Amp FP MCCB (25 KA)**C. Instrument -**

1 set of phase indicating lamp with control fuses, Voltmeter, ammeter with selector switch, and C.T. etc.
2. Successful bidder shall execute laying & testing of 3.5 C 150 Sqmm cable including the cost of cable end termination, Glanding etc.
3. Successful bidder shall execute laying & testing of following size of power cable directly on the cable tray on the spillway, including supply & fitting of suitable clamps & bolts on cable tray including the cost of cable end termination, Glanding etc.
 - (a) 4 C 6 Sqmm PVC A PVC
 - (b) 4 C 6 Sqmm flexible Cu cable
 - (c) 3 C 6 Sqmm flexible Cu cable
 - (d) 2.5 Sqmm Cu multicore cable
 - (e) 4 Sqmm Cu multicore cable
4. Successful bidder shall supply GI cable tray (Ladder type) of 100Mtr.
5. Successful bidder shall execute laying, wiring and testing of following flexible wires for L.T. distribution board, motors, starter panels etc for successful running of Barrage Bay gates and Under Sluice Gates.
6. Successful bidder shall make following arrangements for earthing of equipment and panels.
 - (a) supply, delivery of 3 mtr. Long copper earthing electrode 40 mm dia MTB PC earthing device conforming to IS:3043, digging earth pits and filling with chemical compound (Earth resistance improvement compound) and making earth chamber.
 - (b) supply of materials, delivery of 8 Nos. SWG GI wire, accompanied through cable and should be connected to earthing points.
 - (c) supply, delivery of 400 mtrs of 25 X 3 mm GI flat for earthing including making and termination.
7. Successful bidder shall supply & install limit switches (rated as 16 Amp at 440 Volt AC, 50 Hz, direct position action type) in Position Indicators for successful functioning.
8. Successful bidder shall arrange supply & delivery of 2 x 250 Watt LED street light fixture of reputed brand with all accessories including GI pole tubular / hexagonal height of 3Mtr. long with double arm, pedestal & making connection including GI pipe for fixing with angles on the top of the barrage & flexible cables from JB with provision of 10 Amp SP MCB to fixture as required for successful illumination of Spillway.
9. Reversible starter supplied by successful bidder should be of reputed brand.

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BILL OF QUANTITY & PRICE SCHEDULE

Name of work:-" Electrical arrangement for power supply to all 06 Nos. of barrage bay gates, 02 nos. of under sluice gates and hoisting arrangements with illumination at Kusumi Barrage Gate Works Project, Sunalati, Nayagarh as per the direction of Engineer-in-Charge." vide Tender Call Notice No. OCC/ SM(M.)/E&M/09/ 2023-24 dated 15.03.2024 & due on 27.03.2024

Sl. No.	Description of items	Unit	Qty.	Basic Rate (Rs.)	Total Basic Amount (Rs.)
1	Supply, delivery of L.T. outdoor with slanting roof floor mounted type distribution boards made out of 2mm thick CRCA sheet metal, cubical fixed on M.S. angle frame work, duly acid treated for derusting, primiered and painted with 2 coats of enamel paints of approved shade; IP-52 class of protection, having hinged door with provision for cable / conduit entry and earthing studs, as per specification mentioned below duly factory wired conforming to the relevant ISS and as per special conditions of contact making good the damages caused complete as per the direction of Engineer-in-charge. Incoming 01 no. 200 Amp FP on load change over switch. 01 no. 200 Amp FP MCCB (25 KA) 1 Set 250 Amp TPN Cu Bus. Outgoing 09 nos. 40 Amp FP MCCB (25 KA) 02 nos. 63 Amp FP MCCB (25 KA) 03 nos. 32 Amp FP MCCB (25 KA) Instrument - 1 set of phase indicating lamp with control fuses, Voltmeter, ammeter with selector switch, and C.T. etc.	Set	01		
2	Supply, delivery and installation of Reversing starter in a slanting roof enclosure for 3.7 KW induction motor with single phase preventer and over load relay for barrage bay gates as per direction of Engineer-in- Charge.	Nos.	06		
3	Supply, delivery and installation of Reversing starter in a slanting roof enclosure for 5.5 KW induction motor with single phase preventer and over load relay for barrage bay gates as per direction of Engineer-in- Charge.	Nos.	02		
4	Supply, delivery of following size of PVC insulated, PVC sheathhead, GI round / strip armoured stranded conductor power cable of 1100 volt grade conforming to IS:1554/1978 amended upto date, including the cost of cable end termination, Glanding etc. complete with making good the damages caused as required and as per direction of Engineer-in-charge.				
	(A) 3.5 C 150 Sqmm PVC A PVC	Mtrs.	200		
	(B) 4 C 6 Sqmm PVC A PVC	Mtrs.	600		
	(C) 4 C 6 Sqmm flexible Cu cable	Mtrs.	300		
	(D) 3 C 6 Sqmm flexible Cu cable	Mtrs.	200		
	(E) 2.5 Sqmm Cu Multi Core cable	Mtrs.	300		
	(F) 4 Sqmm Cu Multi Core cable	Mtrs.	300		

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Erection and Maintenance**

5	Supply, delivery of 25 X 3 mm GI flat for earthing of equipment and pannels including making and termination required complete as per direction of Engineer-in-charge.	Mtrs.	400		
6	Supply of materials & delivery of GI cable tray (Ladder type)for lying of cable to provide power supply for hoist and gantry side, made out of GI as per direction of Engineer-in-charge.	Mtrs.	100		
7	Supply, delivery of 3 mtr. Long copper earthing electrode 40 mm dia MTB PC earthing device conforming to IS:3043, digging earth pits and filling with chemical compound (Earth resistance improvement compound) and making earth chamber as per direction of Engineer-in-Charge.	Nos.	3		
8	Supply of materials of 100mm dia GI pipe with bend for pier lower position to upper part pier position top to complete as per direction of Engineer-in-charge.	Mtrs.	30		
9	Supply of materials, delivery of 8 Nos. SWG GI wire, accompanied through cable and should be connected to earthing points, as required and as per the direction of Engineer-in-charge.	Mtrs.	100		
10	Supply of materials, delivery of ABC stored pressured fire extinguisher and bucket with stand and all accessories complete as per direction of Engineer-in-Charge	Sets	02		
11	Safety accessories: Supply and delivery of insulated chequered mat (4x1 mtr)	Nos.	02		
12	Supply, delivery of limit switches shall be rated as 16 Amp at 440 Volt AC, 50 Hz and of direct position action type and as per direction of Engineer-in-Charge (Position Indicator).	Sets	16		
13	Supply, delivery of 2 x 250 Watt LED street light fixture with all accessories including power factor improvement condenser & making connection including 03 Mtr. Long tubular / Hexagonal GI pole fixed on the top of the barrage and flexible cables for JB including 10 Amp SP MCB to the fixture as required and as per the direction of Engineer-in-Charge.	Set	09		
14	Cost of erection, electrical installation, laying of power cables, testing & commissioning of materials, transportation including cost of POL for D.G. mentioned from item Sl. No. 1 to 14 in complete shape.	set	1		
					Total

N.B. : GST to be paid extra as applicable.

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