

# ODISHA CONSTRUCTION CORPORATION LIMITED

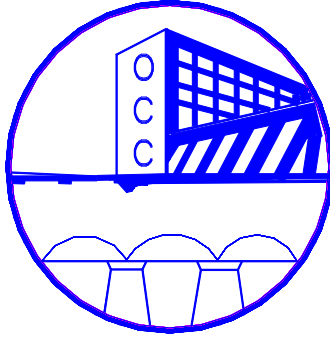
(A GOVT. OF ODISHA UNDERTAKING)

OFFICE OF THE SENIOR MANAGER (MECH.),

REGIONAL WORKSHOP,

JEYPORE, KORAPUT

GSTIN-21AAACO2571K2ZM



DESIGNED TO EXCEL

## **DRAFT TENDER DOCUMENT**

**TENDER CALL NOTICE No. OCCL/RWS/TCN/ 02/2024-25 dated.26.06.2024**

**Name of work:**

**“FABRICATION OF HORIZONTAL GIRDERS OF GATE NO.- 4 & 5 OF INDRAVATI DAM AND GATE NO.- 4 OF MURAN DAM AT REGIONAL WORKSHOP, JEYPORE.”**

(This tender document contains 19 (Nineteen) 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.),  
Regional Workshop,  
Jeypore, Koraput**

**ODISHA CONSTRUCTION CORPORATION LTD.**  
**(A GOVERNMENT OF ODISHA UNDERTAKING)**  
OFFICE OF THE SENIOR MANAGER (MECH.),  
REGIONAL WORKSHOP,  
JEYPORE, KORAPUT – 764002 (ODISHA)  
**GSTIN-21AAACO2571K2ZM**

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**Tender Call Notice No. OCCL/RWS/TCN/ 02 /2024-25 dated.26.06.2024**

1. On behalf of M/s. Odisha Construction Corporation Ltd. ("OCCL"), the Senior Manager (Mech.), Regional Workshop, Odisha Construction Corporation Ltd., Jeypore, Koraput (Odisha) invites sealed tender from the enlisted Job-workers of "OCCL" in M-IV & above grade for the following work(s).

Sl. No.	Name of the work	Cost of tender document + CGST @ 9% +SGST @ 9% (in `)	EMD value in ₹ excluding of GST	Period of completion.	Class of Job-worker
1	Fabrication of Horizontal Girders of Gate No.- 4 & 5 of Indravati dam and Gate No.- 4 of Muran dam at Regional Workshop, Jeypore	4,720/-	6,274 /-	45 days	M-IV & above Grade

2. The tender document may be downloaded from OCCL website [www.odishaconstruction.com](http://www.odishaconstruction.com) or from Govt. of Odisha website [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in) and non-refundable cost of tender document amounting to Rs. **4,720** /-(Rupees four thousand seven hundred twenty) only inclusive of CGST @ 9 % & SGST @ 9% in shape of Account Payee Demand Draft drawn on any Nationalised / Scheduled Bank payable at Bhubaneswar only in favour of "**Odisha Construction Corporation Ltd. - Project Account**". may be deposited along with the Tender. Interested Job-workers may obtain further information, if any, from the undersigned.
3. The tender document must contain EMD amounting to **Rs. 6,274/- (Rupees six thousand two hundred seventy four)** 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 documents received without cost of tender paper & EMD will be out rightly rejected.**
5. The tender must be submitted to the **Senior Manager (Mech.), Regional Workshop, Odisha Construction Corporation Ltd., Jeypore, Koraput (Odisha)** on or before **11.00 AM** on **05.07.2024** and will be opened on **05.07.2024** at **11.30 AM** in the presence of the bidders, who may like to be present. If there will be public holiday on the last date of sale of tender document and receipt & opening of the tenders as specified above, the tender document will be sold and tenders will be received & opened on the next working day at the same time and venue. The undersigned shall not be responsible for any kind of postal delay.
6. The Job-Worker preferably should have executed similar nature of work in the past. Work order and work completion certificate from the existing agency must be furnished with the tender. However the decision of OCCL regarding qualifying criteria of the Job-Worker is final and binding on the Job-Worker.
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

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**Senior Manager(Mech.),  
Regional Workshop,  
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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**) & (**Annexure-F**).
  - (ix) Copy of valid enlistment certificate as Job-Worker issued by "OCC Ltd." If not enlisted agency is to get enlisted in OCC Ltd. in M-IV grade which is mandatory before opening of the tender or else the tender shall not be accepted.
  - (x) Structure and organization(**Annexure-C**), No Relation Certificate (**Annexure-E**)
  - (xi) Copy of valid labour license (The Job-Worker is required to furnish necessary labour license, issued by competent authority before commencement of the work.).
  - (xii) Affidavit duly registered before NOTARY regarding authenticity of documents (**Annexure-D**)
  - (xiii) Detailed planning of men, machinery and materials for executing the work tendered herein.
  - (xiv) Detailed list and copies of documents of machinery / equipments owned by the Job- worker.
  - (xv) Copies of documents on credentials in support of execution of similar nature of work.
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, methodology of work, technical specifications & price schedule as per direction of Engineer-in-charge and terms & conditions of agreement. The successful Job-Worker is required to furnish necessary labour license, issued by competent authority before commencement of the work.
11. Quantity in the tender / Bill of quantity / price schedule may increase or decrease as per drawing / requirement during execution of work as per direction of the Engineer-in-charge and payment shall be made accordingly.
12. The authority reserves absolute right to accept or reject any or all tenders and to split up works to award to one or more Job-workers without assigning any reason thereof.
13. Tender through Fax/Telex/Telegram/e-mail will not be accepted
14. 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.
15. The validity of offer should be for a period of **90** (Ninety) days from the date of opening of bids. OCC Ltd. may ask for further extension of validity if required without any price rise.
16. OCCL will not be responsible for missing of any pages while downloading the tender documents.
17. Any dispute arising out of this bid 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

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**TENDER PAPER COST AND DOCUMENT DEPOSIT PARTICULARS**

1. Cost of Tender Rs. **4,720** /- (Rupees four thousand seven hundred twenty) only vide Demand Draft No. \_\_\_\_\_ in any nationalized bank / scheduled bank \_\_\_\_\_ Dated \_\_\_\_\_ issued by \_\_\_\_\_ Bank, \_\_\_\_\_ Branch \_\_\_\_\_
2. EMD of Rs. **6,274.00** /- (Rupees six thousand two hundred seventy four) 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 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.),  
Regional Workshop,  
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**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.),  
Regional Workshop,  
Jeypore, Koraput**

**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)

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**Senior Manager(Mech.),  
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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 submitted 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 **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.

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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 Job-Worker

Name \_\_\_\_\_

Address \_\_\_\_\_

Date : \_\_\_\_\_

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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 Job-Worker**

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Date : \_\_\_\_\_

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## SCOPE OF WORK

### Name of the work:

**" Fabrication of Horizontal Girders of Gate No.- 4 & 5 of Indravati dam and Gate No.- 4 of Muran dam at Regional Workshop, Jeypore."**

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

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

- (i) OCCL shall supervise, inspect & monitor the work at sites as per scope of work, technical specification, terms & conditions, quality of work as specified in the tender documents / agreement made with successful Job-Worker and as per direction of Engineer-in-Charge.
- (ii) OCCL shall provide arc welding machines, MIG welding machine.
- (iii) OCCL shall provide welding electrodes for fabrication work.
- (iv) OCCL shall provide pug cutting machines.
- (v) OCCL shall provide industrial gas cylinders (DA, O<sub>2</sub>, CO<sub>2</sub>) for gas cutting & MIG welding.
- (vi) OCCL shall supply drilling machine, wheel cutting machine, hand grinders.
- (vii) OCCL shall provide electrical connections at multiple points for running of machineries.
- (viii) OCCL shall provide EOT crane & operator for handling of material.
- (ix) OCCL shall provide electricity free of charge to the jobworker. Extension of electrical cables & wires shall be arranged by the Job-worker.

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

- i) The job worker shall supply manpower having proper skill (welder, gas cutter, rigger, helper) and suitable technical supervisor.
- ii) The Job-Worker will supply all Tools & tackles, required machinery/ equipments like welding holder set, gas cutting set, oxygen & DA regulator, nozzles, grinding blades etc.
- iii) Power cables and accessories for welding machines, pug cutting machines shall be arranged by the Job worker.
- iv) The Job-Worker shall supply safety accessories items like hand gloves, safety shoes, safety helmet, welding helmet etc required for the job at site of work.
- v) 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.
- vi) The Job-worker shall bear the quality control charges and cost of samples to be given for quality test.
- vii) No accommodation will be provided by OCC Ltd. The Job-worker has to arrange his own accommodation for the job.
- viii) The Job-Worker shall arrange water / hutments for his workmen at site along
- ix) In case of faulty workmanship, rectification is to be done by Job-worker at his own cost.
- x) The job worker shall arrange proper watch and ward for the machineries & materials of OCCL and as well as of his during period of work.
- xi) Any other unforeseen items / requirements at site of work shall be supplied by the Job-worker.

Decision of the Engineer-in-Charge regarding execution of work by the Job-Worker shall be final and binding on him. The Job-Worker will execute the work as per bill of quantities and as per direction of Engineer-in-Charge or his authorized representative.

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# **GENERAL TERMS AND CONDITIONS**

## **1. DEFINITIONS**

- (i) "CORPORATION" means "ODISHA CONSTRUCTION CORPORATION LTD. ("OCCL" in short)" with registered office at Unit-8, Gopabandhu Nagar, Bhubaneswar – 751012 (Odisha) represented through its Managing Director or any other officer as designated by the "Corporation" from time to time.
- (ii) "ENGINEER-IN-CHARGE" means the qualified engineer deployed by the "Corporation" at work site for the work including the Senior Manager (Mech.), Regional Workshop, Construction Corporation Ltd., Jeypore, Koraput (Odisha) or their authorized person"
- (ii) "JOB-WORKER / SUCCESSFUL BIDDER" means the enlisted person/firm/organisation having men, machinery, materials etc. to execute the work satisfactorily as per scope indicated herein within stipulated period.
- (iii) "CLIENT" means the State Govt. or Central Govt. organization or any individual from whom "OCCL" has received the work for execution.

## **2. AGREEMENT**

The "Job-Worker" shall enter into an agreement with the "Engineer-in-Charge" in the format on requisite value of stamp paper prescribed for the purpose by the "Corporation" within a stipulated period to be specified by the "Engineer-in-Charge" failing which the EMD and ISD shall be forfeited. The work may be awarded in favour of some other agency at the discretion of the "Corporation".

## **3. RATE**

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

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

## **4. PAYMENT TERMS**

- i) Payment shall be made on unit basis as per bill of quantities mentioned in the price schedule for the work.
- ii) 90(Ninety)% payment shall be made only after the work at site against submission of bills by the "Job-worker" and verification items by the "Engineer-in-Charge" & Balance 10(Ten)% payment shall be made after 60(Sixty) days of commissioning, testing and satisfactory performance of works.
- iii) No advance, price escalation and price adjustment shall be paid for the work. The rates shall remain firm through out the agreement period.
- iv) The payment to the "Job-Worker" shall be limited to the measurements taken basing on actual execution. The "Job-Worker" can not raise any dispute over the measurements allowed by the "Engineer-in-Charge" for the purpose of payment.
- v) The job-worker will bear the full cost of rectification or replacement of works required as per direction of "Client" or "Engineer-in-Charge".
- vi) Any penalty levied by "Client" on "OCCL" due to delay in work will be borne by the "Job-Worker" in full, if the "Job-Worker" is responsible for delay.

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**5. INITIAL SECURITY DEPOSIT (ISD)**

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

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

**6. SECURITY DEPOSIT (SD)**

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

**7. WITH HELD AMOUNT FOR EPF, FPF AND ESI DUES**

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

**8. INCOME TAX, GST, OTHER TAXES, DUTIES, LEVIES ETC.**

Income tax at the prevailing rate from time to time will be deducted from each bill of the "Job-Worker" and shall be deposited with Income Tax Authorities. However, the "Job-worker" shall bear GST on materials procured by him. GST applicable on purchased items and services rendered there 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.

**9. 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, 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". Idle charges for machineries shall be deducted from the Job Worker in case the same have not used optionally and kept idle.

**10. RECORD OF MATERIALS, CONSUMABLES, MACHINERY, EQUIPMENTS, TOOLS, TACKLES ETC.**

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

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

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the "Corporation" store at his cost failing which, the cost of excess materials will be recovered from the dues of the "Job-Worker" @ 5(Five)times the issue rate of "OCCL" or market rate, whichever is higher.

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

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

The plants, machinery, equipments, tools, tackles, excess 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".

**12. SCRAP STEEL MATERIALS**

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

**13. 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. In case of failure of electricity, the Job-worker has to arrange DG set with operator & POL to complete the work at his own cost.

**14. MEASUREMENT OF WORK**

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

**15. INDIAN STANDARDS, DRAWINGS AND SPECIFICATIONS**

The work shall be carried with due diligence and in a workmanship like manner in accordance with relevant Bureau of Indian Standards, 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 agreements between the "Corporation" & owner and approved drawings & technical specifications issued by the owner and Corporation shall be the basis for execution of work under the agreement. In the absence of approved drawings and technical specifications the direction of the "Engineer-in- Charge" shall be final and binding on the "Job-worker".

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

**16. PAYMENT TO WORKMEN**

The "Job-Worker" should maintain job register and payment rolls of their workmen and get those checked by the "Engineer-in-Charge" or his 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

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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.

**17. WORKMEN COMPENSATION**

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

**18. INFORMATION OF WORKMEN**

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

**19. STATUTORY REQUIREMENTS**

The “Job-Worker” shall comply all statutory requirements applicable at site of work such as minimum wage act, labour act, factory act, workmen’s compensation act, provident fund rules, employee’s state insurance rules etc. A certificate to this effect shall be enclosed by the “Job-Worker” with each Running Account Bill for payment.

**20. MINIMUM AGE OF WORKMEN**

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

**21. LABOUR LICENCE**

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

**22. MINIMUM WAGE ACT**

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

**23. NON-PAYMENT OF DUES OF LABOURERS**

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

**24. 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”.

**25. 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 shall produce the records in support of payment of ESI dues to the “Engineer-in-Charge” for check and record.

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Regional Workshop,  
Jeypore, Koraput**

**26. 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.

**27. 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.

**28. 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.

**29. 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”.

**30. 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.

**31. 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.

**32. WATCH AND WARD**

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

**33. 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.

**34. 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.

**35. BREACH OF CONTRACT**

The performance securities 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-

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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.

**36. 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.

**37. 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.

**38 PROGRESS OF WORK AND PENALTY**

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

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

**39. 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) %.

**40. TESTING OF WELDERS AND OTHER SKILLED/SEMI-SKILLED WORKMEN**

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

**41. 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.

**42. 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 quotation. The site of the work is at Darpani Branch canal of Rengali Right Irrigation Project, Dhenkanal.

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Jeypore, Koraput



**43. DEVIATION OF PROVISIONS IN AGREEMENT**

The "Job-Worker" will not vary or deviate from the provisions in the agreement without obtaining prior permission in writing from the "Corporation".

**44. RIGHT OF THE "CORPORATION"**

The "Corporation" reserves the right to cancel a particular quotation call or all quotation calls without assigning any reason thereof. The offer of any quotationer or all may be cancelled without assigning any reason thereof. The requirement shown in any quotation call notice are only indicative and may vary.

**45. 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.

**46. 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.

**47. EXECUTION OF EXTRA ITEMS AND EXTRA QUANTITIES**

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

**48. FORCE MAJEURE:**

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

**49. JURISDICTION**

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

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## TECHNICAL SPECIFICATIONS

All fabrication works shall be done as per the followings:

- (a) Approved drawings to be issued by “Engineer-in-Charge” from time to time
- (b) Technical specifications to be issued by “Engineer-in-Charge” from time to time
- (c) Relevant standards of BIS and other National/International bodies
- (d) Directions issued by “Engineer-in-Charge” from time to time

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

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To be furnished in original

**ODISHA CONSTRUCTION CORPORATION LTD.**

(A GOVERNMENT OF ODISHA UNDERTAKING)

OFFICE OF THE SENIOR MANAGER (MECH.),

REGIONAL WORKSHOP, JEYPORE

**BILL OF QUANTITY & PRICE SCHEDULE**

Tender Call Notice No. OCCL/RWS/TCN/ 02 /2024-25 Dated.26.06.2024

**Name of work : Fabrication of Horizontal Girders of Gate No.- 4 & 5 of Indravati dam and Gate No.- 4 of Muran dam at Regional Workshop, Jeypore.**

Sl. No	Description of items	Unit	Quantity	Basic Rate per unit (in ₹)	Total Basic Amount in figure (in ₹)	Total Basic Amount (in words)
1	2	3	4	5	6	7
<b>A</b>	<b>Materials</b>					
1	Fabrication of 9 Nos. of Horizontal Girders of Gate No.- 4 & 5 of Indravati dam and Gate No.- 4 of Muran dam as per approved drawings inside premises of Regional Workshop, Jeypore.	MT	48.45			

**N.B.:** The bidder must go through the tender document, specifically the scope of work & methodology of work thoroughly and visit the site for proper assessment prior to quoting his rates.

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