# **ODISHA CONSTRUCTION CORPORATION LTD.**

(A GOVERNMENT OF ODISHA UNDERTAKING)

# Central Store & Machinery Project, Unit-VIII, Gopabandhu Nagar BHUBANESWAR – 751012 (ODISHA)



# **TENDER DOCUMENT**

Tender call notice No. 72/OCC/CST-04/Works/1002/2025, dated 11.11.2025

# Name of Work:

SUPPLY AND FABRICATION OF GEAR BOX COVERS AND CENTRAL DRIVE COVERS FOR HOISTS OF MALAGUNI BARRAGE PROJECT, KHORDA.

(This tender document contains 17 (Seventeen) sheets including this cover page)

# **Particulars of tender document**

# **ODISHA CONSTRUCTION CORPORATION LTD.**

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# Central Store & Machinery Project, Unit-VIII, Gopabandhu Nagar, BHUBANESWAR – 751012 (ODISHA)

/1002/2025
Mobile :
Dated:
Rs.2000.00/-+(GST@18%)Rs.360.00=2360.00 (Rupees two thousand three hundred sixty)only by hand & postal charges of Rs.100/- =2460.00 (Rupees two thousand four hundred sixty)only by Registered post/Speed post.

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

# **ODISHA CONSTRUCTION CORPORATION LTD.**

(A GOVERNMENT OF ODISHA UNDERTAKING)

Central Store & Machinery Project, Unit-VIII, Gopabandhu Nagar,

BHUBANESWAR – 751012 (ODISHA)

Tender call notice No. 72/OCC/CST-04/Works/1002/2025, dated 11.11.2025

Name of work : Supply and Fabrication of Gear Box Covers and Central Drive Covers for hoists of Malaguni Barrage Project, Khorda.

1. On behalf of M/s Odisha Construction Corporation Ltd. ("OCCL"), the Senior Manager (Mech.), CENTRAL STORE & MACHINERY PROJECT, UNIT-VIII, Bhubaneswar-751012 (Odisha) invites tenders from the enlisted job-workers of "OCCL" in M-IV grade and above for the following work(s). If not enlisted, agency is to get enlisted in OCC Ltd. as M-IV grade and above class of Job-Worker mandatory before finalization of tender.

SI. No.	Name of the work	Cost of tender document + CGST @ 9%+ SGST @ 9% in Rs.	EMD	Period of completion	Class of Job-worker
1	Supply and Fabrication	<b>2,360</b> /- (Non-	Rs.4000/-	02 (Two)	M-IV & above. If not
	of Gear Box Covers and	refundable)		months	enlisted, agency is to get
	Central Drive Covers				enlisted in OCC Ltd. as M-
	for hoists of Malaguni				IV grade and above class
	Barrage Project,				of Job-Worker mandatory
	Khorda				before finalization of
					tender

- The tender document may be downloaded from OCCL website www.odishaconstruction.com from date 11.11.2025 at 10:30 AM to date 18.11.2025 upto 3:00 PM for the work "SUPPLY AND FABRICATION OF GEAR BOX COVERS AND CENTRAL DRIVE COVERS FOR HOISTS OF MALAGUNI BARRAGE PROJECT, KHORDA" and non-refundable cost of tender document amounting to Rs.2,360/- (Rupees two thousand three hundred sixty) 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. Interested tenderers may obtain further information, if any, from the undersigned.
- 3. The tender document must contain EMD amounting to Rs. 4,000/- (Rupees four thousand) only in shape of N.S.C. / Post Office Saving Bank Account/Post Office Time Deposit Account / Kisan Vikas Patra / Bank Guarantee / TDR /Demand Draft/ Fixed Deposit in favour of Odisha Construction Corporation Limited Project Account, 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 SSI/NSIC/MSME units participating in tender are not entitled for exemption from payment of Tender Paper costs as communicated vide DOWR Letter No. IIM-24/ 2018-14318/WR dated 24.05.2018 & Head Office, OCCL Letter No.5502/OCC/ CW-02/09(Vol-V)(WE) dated 30.05.2018.

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

- 6. The tenders must be submitted to the Senior Manager(Mech.), Odisha Construction Corporation Ltd., CENTRAL STORE & MACHINERY PROJECT, UNIT-VIII, Bhubaneswar-751012 (Odisha) on or before 3.00 PM on date 18.11.2025 through Speed Post / Registered Post. It can also be submitted through official mail of Central Store & Machinery Project, Bhubaneswar-12 i.e. <a href="mailto:smmechcsmp@gmail.com">smmechcsmp@gmail.com</a> in password protected PDF format and the password is to be set by the bidder himself on or before 3:00PM on date 18.11.2025 and will be opened on the same day at 4.00 PM in the presence of the tenderers, who may like to be present and who had send their tender through official e-mail they may send the password of the PDF at the time of the opening of tender. 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. OCCL will not be held responsible for any kind of postal delay/ non-receipt of E-mail. Documents received through post or E-mail after stipulated date and time will not be considered.
- 7. Intending tenderers are required to furnish the following documents along with their tenders.
- (i) Cost of tender document duly signed & stamped on each page.
- (ii) Copy of valid GST registration certificate.
- (iii) Copy of PAN card.
- (iv) Copy of document indicating residential address.
- (v) Undertaking in prescribed format available in the tender document.
- (vi) Copy of valid enlistment certificate of job-worker in Grade M IV and above issued by "OCCL".
- (vii) The Job worker will have to produce enlisted certificate issued by "OCCL" before finalization of tender.
- (viii) Complete tender document duly filled-in and signed on each page by the tenderer or his/their power of attorney holder with date, full name, designation and official seal.
- (ix) Annexure-I in place of tender paper cost in prescribed format available in the tender document.
- 8. The intending bidder has to quote rates in enclosed blank price schedule format only.
- 9. The successful bidder shall have to execute the work as per scope of work, relevant drawings, technical specifications, terms and conditions of agreement & direction of Engineer-in-Charge.
- 10. The authority reserves absolute right to accept or reject any or all tenders without assigning any reason thereof.
- 11. The authority reserves all the right to increase/ decrease the quantity as and when required without mentioning any reason thereof and the successful bidder will execute the work at the same rate and terms and conditions.
- 12. Any dispute arising out of this tender or order thereof is to be settled in proper court under the jurisdiction of Odisha High Court at Cuttack or courts under the jurisdiction of Odisha High Court at Bhubaneswar only.
- 13. The validity of offer should be for a period of 60(Sixty) days from the date of opening of tender. OCC Ltd. may ask further extension of validity if required without any price rise.

## TENDER PAPER COST AND DOCUMENT DEPOSIT PARTICULARS

1.	Cost of Tender Rs			OI	nly vide De	∍mand
	Draft No	ir	any nationalize	ed bank /	scheduled	bank
				Dated		
	issued by		Bank,			
	Branch					
2.	EMD of Rs			only in shape	of N.S.C.	/ Post
	Office Saving Ban	k Account / Post Offi	ce Time Deposit	Account / Kis	an Vikas F	atra /
	Bank Guarantee in	n favour of Odisha (	Construction Corp	oration Limite	d, Bhuban	eswar
	from any Nationalis	sed Scheduled Bank ir	n India counter gua	aranteed by it	's local bra	nch at
	Bhubaneswar /	e-Bank Guar	antee executed o	n the Nationa	ıl e-Gover	nance
	Services Limite	ed(NeSL) Digital	Document	Execution	Portal	vide
	No	in Post (	Office / nationaliz	zed bank /	scheduled	bank
				Dated		
	issued by		Bank,			
	Branch					
3.	GST Registration C	ertificate				
4.	P.A.N. card					
5.	Names of relations	in O.C.C. Ltd.				
6.	Any other documer	nts.				

Signature of tenderer with date and stamp, Full Name and address of tenderer with mobile No. & E-mail ID.

# **Undertaking of Job-Worker**

I / We Shri			
(In case of the firm, the nation of the firm should be mentioned)	me of the proprietor/head	of the firm along with the designation & name o	ıf
S/o Sri		, Permanent resident of	
Vill./Street -	, P.O	, P.S	
Via	, Dist		
State, PIN			
	c at rates quoted by me/u	ne tender document and I/We know the sites on at settled rates and abide by the terms and	
	Fu	ull Signature of "Tenderer" with date and seal Present address for correspondence	

## **SCOPE OF WORKS**

# **Scope of job-worker:**

- 1) The Job-Worker will provide all required steel materials (HR Sheet of TATA/ SAIL, make of 2mm thick of IS: 5986 for gear box covers and central drive covers as per drawings, technical / skilled workmen for execution of the fabrication work.
- 2) The Job-worker has to provide all required machinery, tools & tackles, all consumables like electrodes of ESAB make, gases, nut & bolts etc. for fabricated items at his own cost.
- 3) He will carry out required machining works of the individual part (as per drawings / List) at his own cost.
- 4) He will supply all bought-out items for the work as per requirement.
- 5) He will fabricate all fabricated items at CENTRAL STORE & MACHINERY PROJECT, UNIT-VIII, Bhubaneswar.
- 6) The covers shall be received by OCCL after weighment of each one. However the materials such as HR sheets, electrodes are to be inspected & certified by the Senior Manager-in-charge of the work for use in the jobs.
- 7) The items listed above / price schedule for the work are only indicative. There may be deletion/ addition in the items / quantity as per necessity. The job worker shall execute the items as per drawings, technical specifications & direction of Engineer-in-charge.
- 8) Rectification if required to the jobs shall be taken up by the Job workers at his own cost at site of work i.e. Malaguni Irrigation Project, Khorda.
- 9) The loading of fabricated items at Central Store & Machinery Project, Unit-III, Bhubaneswar as well as unloading at work site of Malaguni Barrage Project, Khordha will be borne by the Job-worker.
- 10) Hydra crane if required at work site of Malaguni Barrage Project, Khordha will be borne by the Jobworker.

# **Scope of OCCL:**

- 1) OCCL will supply electricity for fabrication work at CENTRAL STORE & MACHINERY PROJECT, UNIT-VIII, Bhubaneswar. But the Job worker will arrange power supply at work site of Malaguni Irrigation Project, Khorda.
- 2) Transportation of fabricated items to work site of Malaguni Irrigation Project, Khorda will be borne by OCCL.

The decision of the Engineer-in-Charge regarding scope of work of the Job-Worker shall be final and binding on him. The Job-Worker will execute the items in the price schedule for the work as per direction of Engineer-in-Charge or his authorized representative.

## **TERMS AND CONDITIONS**

- 1. The fabricated materials shall be fabricated by the job worker as per drawings provided by the Corporation at Central Store & Machinery Project, Unit-VIII, Gopabandhu Nagar, Bhubaneswar.
- 2. The Job workers have to complete the job in time as stipulated by the Corporation.
- 3. The job shall be delivered after weighment of each unit.
- 4. The Engineer-in-Charge will supervise and respect to all stages of fabrication.
- 5. OCCL will provide 01 no. 3 phase MIG welding machine for welding of gear box covers & central drive covers at fabrication unit of Central Store & Machinery Project. The cost of the consumable as well as CO<sub>2</sub> gas will be deducted from the bill of the Job-worker.

## **GENERAL TERMS AND CONDITIONS**

#### 1. **DEFINATIONS**

- (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 the "Corporation" at work site for the work including the Senior Manager(Mech.) Odisha Construction Corporation Ltd., CENTRAL STORE & MACHINERY PROJECT, UNIT-VIII, Bhubaneswar 751012 (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 work may be awarded in favour of some other agency at the discretion of the "Corporation" and the Job-Worker will be suspended from being eligible for bidding / award of all future contracts of OCCL / Govt. of Odisha for a period of three years from the date of committing such breach.

#### 3. RATE

The rate quoted by the "Job-worker" is to be indicated in Rupees, 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) 80(Eighty)% payment shall be made only after the work at site against submission of bills by the "Job-worker" and verification, acceptance of the items by the "Engineer-in-Charge" & Balance 20(Twenty)% payment shall be made after fabrication at site.
- iii) No advance, price escalation and price adjustment shall be paid for the work. The rates shall remain firm throughout the agreement period.
- iv) The payment to the "Job-Worker" shall be limited to the measurements taken basing on actual execution. The "Job-Worker" cannot 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.

#### 5. <u>INITIAL SECURITY DEPOSIT(ISD)</u>

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 7(seven) days from the date of issue but before execution of agreement. After receipt of the full ISD, the EMD received along with the bid 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 "Corportion". The ISD will be released after completion of the work and settlement of the final bill of the "Job-worker".

#### 6. SECURITY DEPOSIT

The Security Deposit (SD) at the rate of 5(Five)% shall be deducted on the gross amount(excluding GST) of each bill of the "Job-worker". The security will be released after 06(six) months of completion of the work or settlement of final bill of the "Job-worker", whichever is latter, 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. This Deposit/ Retention amount may be withdrawn against submission of equivalent amount of Bank Guarantee issued by a secured Nationalised/ Scheuled Bank.

#### 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, Defects, 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. The Job-Worker have to quote the percentage rate excluding GST (Goods and Service Tax).

In case of increase in rates of royalty and taxes or imposition of duties after opening of bids, the same will also be deducted from the bills of the successful bidder(s) and the differential amount of royalty and taxes due to increase in rates/imposition shall be reimbursed to the successful bidder(s) on production of supporting documents in original.

In case of decrease in rates of royalty and taxes after opening of quotations, the same in decreased rates will be deducted from the bills of the Job-Worker and the differential amount of royalty and taxes due to decrease in rates shall also be deducted by "Corporation" from the bills of, which will be retained by the "Corporation".

# 9. <u>OPTIMUM USE OF MACHINERY, VEHICLES, EQUIPMENTS, TOOLS, TACKLES, CONSUMABLES AND STEEL MATERIALS</u>

The "Job-worker" shall ensure optimum utilization of the plants, machinery, equipments, tools, tackles, consumables, steel materials etc. (If supplied to "Job-worker") and shall not create any hindrance for others. The decision of the "Engineer-in-Charge" regarding the optimum requirement shall be final and binding on the "job-worker".

## 10. SCRAP STEEL MATERIALS/CUT PIECE RODS

The scrap/dismantled material generated during execution of work shall be the property of the Deptt./ "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.

#### 11. 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.

#### 12. 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".

#### 13. SPLITTING UP WORK

No splitting up work shall be made and there may be increase or decrease in the quantity of work mentioned in the tender document without assigning any reason thereof and no claim whatsoever will be entertained on this account. The quantity as per agreement may also increase or decrease as per actuals.

#### 14. PAYMENT TO WORKMEN

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

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

#### 15. 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.

#### 16. 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.

#### 17. 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.

#### 18. 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.

#### 19. 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.

#### 20. 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".

#### 21. 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.

## 22. 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, Orissa. He shall produce the records in support of payment of EPF dues to the "Engineer-in-Charge' for check and record by the "Engineer-in-Charge.

#### 23. 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.

#### 24. 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.

#### 25. 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 the required, have to engage workmen on overtime to complete the work in scheduled time. The overtime cost shall be borne by the "Job-Worker".

#### 26. CLAIMS AND LIABILITIES

All claims/labilities 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.

#### 27. EMPLOYEES STATE INSURANCE SCHEME (ESI)

The Employees State Insurance Scheme (ESI), wherever applicable, shall be payable by the "Job-Worker as per the ESI 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.

#### 28. HUTMENTS/TEMPORARY ACCOMMODATION

The "Job-Worker" has to arrange hutments/temporary accommodation for their Labours/workmen at their own cost.

#### 29. SAFETY

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

## 30. <u>AUTHORISED PERSON</u>

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

#### 31. BREACH OF CONTRACT

The EMD, security deposit & initial Security Deposit are 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".

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.

#### 32. TERMINATION OF CONTRACT

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

#### 33. 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 fabrication at Central Store & Machinery Project, Bhubaneswar.

#### 34. PROGRESS OF WORK AND PENALTY

The "Job-Worker" will achieve the desired progress as per program. If the "Job-Worker" fails to achieve the contracted quantity every month as per program, 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 offload 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.		

#### 35. 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) %.

#### 36. 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 of work 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".

#### 37. 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.

#### 38. 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".

#### 39. RIGHT OF THE "CORPORATION"

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

#### 40. SUB-LETTING

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

#### 41. 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.

#### 42. FORCE MAJEURE:

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

#### 43. 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, machining, assembly, transportation works shall be done as per the followings:

- (a) Technical specifications to be issued by "Engineer-in-Charge" from time to time.
- (b) Relevant standards of BIS and other National/International bodies.
- (c) 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 "Jobworker".

#### **ODISHA CONSTRUCTION CORPORATION LIMITED**

(A GOVT. OF ODISHA UNDERTAKING)

# Central Store & Machinery Project, Unit-VIII BHUBANESWAR-751012 (ODISHA)

#### **PRICE SCHEDULE**

# NAME OF THE WORK: "SUPPLY AND FABRICATION OF GEAR BOX COVERS AND CENTRAL DRIVE COVERS FOR HOISTS OF MALAGUNI BARRAGE PROJECT, KHORDA"

#### VIDE Tender call notice No. 72/OCC/CST-04/Works/1002/2025, dated 11.11.2025

Sl. No	Item Description	Unit	Required quantity in Nos	Rate per each unit in Rs.	Amount for full quantity in Rs.	Amount for full quantity in words
A	Gear Box Covers					
1	Gear box covers of Barrage Bay Gate as per drawing	Nos.	18 (9L, 9R)			
В	Central Drive Covers					
1	Central drive covers of Barrage Bay Gate as per drawing	Nos.	09			
	Total in Rs.=					

<sup>\*</sup> GST will be paid extra as applicable.

N.B:- 1) Covers of gear box and central drive shall be fabricated by HR sheet and other structural steel as per drawing. No deviation will be allowed.

2) The Job-Worker shall furnish their rates for supply of all materials & consumables and fabrication including labours & machinery at Central Store & Machinery Project, Unit-VIII, Bhubaneswar-751012 premises.

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



