



ODISHA CONSTRUCTION CORPORATION LTD.

**(A Govt. of Odisha Undertaking)
OFFICE OF THE GENERAL MANAGER (MECH.),
ERECTION AND MAINTENANCE,
CENTRAL WORKSHOP, RASULGARH, BHUBANESWAR-751010**

E-Procurement Notice No. 11 /OCCL /2026-27 (on-line)

Bid identification No. OCCL-GM(M)/E&M/01/2026-27

**(Cover-I)
Technical Bid**

NAME OF WORK

Repair. Overhauling, replacement by supply, fabrication, transportation, erection with painting and testing of 10 (Ten) Nos, spillway radial gates of size 12.190 mtr x 12.190 mtr with hoisting arrangements and repair to cracks & nose portion of the piers of spillway of Balimela Dam (Joint) Project.

**GENERAL MANAGER (MECH.),
ERECTION AND MAINTENANCE
O.C.C. LTD., BHUBANESWAR**

This tender document contains 65(Sixty Five) Pages

PARTICULARS OF TENDER

1	Name of work:	Repair. Overhauling, replacement by supply, fabrication, transportation, erection with painting and testing of 10 (Ten) Nos, spillway radial gates of size 12.190 mtr x 12.190 mtr with hoisting arrangements and repair to cracks & nose portion of the piers of spillway of Balimela Dam (Joint) Project.
2	E.M.D.	Rs. 58,551.00 through on-line transfer system / Procedure mentioned in the DTCN
3	Period of Work	180 (One hundred eighty) Days
4	Class of Job-Worker	Enlisted Job-Worker of OCCL in M-II Grade
5	Cost of tender Document	Rs.11, 800.00 including GST @ 18% (Non-refundable) through on-line transfer system
6	Availability of Tender in website	From 23.07.2026, 10.00A.M. To 06.08.2026, 5.00 P.M.
7	Submission of Bid On-line	From 23.07.2026, 10.00A.M. To 06.08.2026, 5.00 P.M.
8	Seeking clarification	From 23.07.2026, 10.00A.M. To 31.07.2026, 5.00 P.M.
9	Date of Opening of Technical Bid	07.08.2026 at 11.30 A.M. at office of General Manager(Mech.),E&M, OCC Ltd., Rasulgarh, Bhubaneswar.
10	Date of Opening of Financial Bid	To be intimated to qualified bidders after evaluation of technical Bid through Govt. website www.tendersodisha.gov.in

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SECTION-I

NOTICE INVITING TENDER(NIT) **&** **DETAILED TENDER CALL NOTICE(DTCN)**

ODISHA CONSTRUCTION CORPORATION LTD.
(A Govt. of Odisha Undertaking)
OFFICE OF GENERAL MANAGER (MECH.), ERECTION AND MAINTENANCE,
RASULGARH, BHUBANESWAR – 751010.
E-mail: gmerectionocc@gmail.com
(GSTIN-21AAACO2571K2ZM)

NOTICE INVITING TENDER (NIT)

e-Procurement Notice No. 11/OCCL/2026-27 (on-line)

Bid identification No. OCCL-GM(M)/E&M/ 01/2026-27

The General Manager (Mech.), Erection and Maintenance, OCCL, Rasulgarh, Bhubaneswar on behalf of Odisha Construction Corporation Limited invites **on-line bid** through e-Procurement in **double cover** system for execution of the work(s);

The bid may be submitted by enlisted Job-Workers of “OCCL” in **M-II grade** only through on-line in the Govt. website www.tendersodisha.gov.in. The bidders should have necessary portal enrolment (with own Digital Signature Certificate).

Sl. No.	Name of Work	Eligibility	Time of completion	E.M.D. Required (Through on-line transfer system)/ Procedure mentioned in the DTCN (in Rs.)	Cost of Tender Document (Including GST) (Through on-line transfer system) (in Rs.)
1	2	3	4	5	6
1.	Repair. Overhauling, replacement by supply, fabrication, transportation, erection with painting and testing of 10 (Ten) Nos, spillway radial gates of size 12.190 mtr x 12.190 mtr with hoisting arrangements and repair to cracks & nose portion of the piers of spillway of Balimela Dam (Joint) Project.	Enlisted Job-Worker of OCCL in M-II grade	180(One hundred eighty) Days	Rs.58,551.00	11, 800.00 (Non-refundable)

- The Bidders shall transfer online the Earnest money deposit(EMD) / Bid Security of the amount specified for the works on the table column 5 above as part of its bid through a process as mentioned in DTCN.
- The bidder shall transfer online the cost of tender documents for **Rs.11,800.00** as shown in column-5 above through a process as mentioned in DTCN.

3. Procurement Details:

Tendering Officer	Availability of Tender On-line	Submission of Bid On-line	Date & Time of opening of Bid	
			Technical Bid	Financial Bid
1	2	3	4	5
General Manager (Mech.), Erection and Maintenance	From 23.07.2026, 10.00 A. M. to 06.08.2026, 5.00 P.M.	From 23.07.2026, 10.00 A. M. to 06.08.2026, 5.00 P.M..	07.08.2026 at 11.30 AM at Office of GM(M), E & M, OCCL, Rasulgarh,	To be intimated to qualified bidders after evaluation of technical bid.

4. Bid should be submitted On-line in www.tendersodisha.gov.in only. Tender document consisting of qualification, information and eligibility criteria of bidders, specification and Bill of Quantities of the works are available and the set of terms and conditions of contract and other necessary documents can be seen in the web-site www.tendersodisha.gov.in till last date of submission of Bid.
5. Validity period of the Bid is for a period of **90 (Ninety) days** from the last date of submission of bid. Conditional bid is subjected to rejection of the bid. If any bidder withdraws his Bid before the said period or makes any modification in the terms and condition of the bid, the bid shall stand rejected. Validity of bids can also be extended if required without any monetary compensation.
6. The scanned copy(s) of on-line transfer of cost of tender document, EMD/ Bid security in shape of on-line transfer / in shape of NSC / Post office Savings Bank account / Post office time deposit account / Kisan Vikas Patra / Bank Guarantee (Format enclosed) in favour of OCCL. from any Nationalized Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar (Proof towards EMD / Bid security shall be uploaded with Technical Bid) along with other documents scanned copy(s) like (i) Affidavit duly registered regarding authenticity of documents in prescribed proforma (Annexure–A), (ii) No Relation Certificate (Annexure–B), (iii) GST Registration Certificate, (iv) PAN Card, (v) EPF registration certificate, (vi) ESI registration certificate, (vii) labour license(Job-Worker is required to furnished necessary labour license issued by competent authority before commencement of the work) (viii) OCCL. valid enlistment certificate and all other required documents as per the relevant clause of NIT should be uploaded in web-site www.tendersodisha.gov.in at the time of submission of Bid. The affidavit towards genuineness of all documents and no relationship Certificate must be as per the formats prescribed in the bid documents only. If the affidavit submitted in any other format, then the bid inviting officer may reject the bid
The bidders not registered under GST in Odisha are required to **submit an undertaking** in the form of an affidavit that, they are not registered under GST act in the state of Odisha as they have not started any business in the state and they have no liabilities under the said act. The successful bidders have to produce their documents regarding GST registration in the state of Odisha before drawl of the agreement.
7. The technical bid documents will be opened by the undersigned/authorized officer(s) on **dated 07.08.2026 at 11.30 AM** at Office of General Manager (Mech.), Erection and Maintenance of

the Odisha Construction Corporation Limited, Rasulgarh, Bhubaneswar in presence of the bidders or their authorized representatives who wish to attend. If the Office happened to be closed on the date of opening of the bids the same will be opened on the next working day at the same time and venue. After evaluation of the documents contained in technical bids, the financial bids of the technically responsive bidders will be opened. The date, time and place of opening the financial bids will be intimated to the eligible qualified bidders through www.tenderodisha.gov.in.

8. The bidder may be asked in email/letters to clarify on the uploaded documents provided the Technical Bid. If necessary, with respect to any doubts or illegible documents, the authority inviting bids reserves the right to accept any additional document.
9. **Joint venture is not allowed.**
10. The bidders seeking clarification, if any regarding the bid can contact office of the undersigned during office hour on any working days from **23.07.2026, 10.00 A.M. to 31.07.2026, 5.00 P.M. in the office of General Manager (Mech.), Erection and Maintenance, OCC Ltd., Rasulgarh, Bhubaneswar.**
11. Authority reserves the right to reject / Cancel the bid without assigning any reason thereof.
12. Other details can be seen in the tender documents, which is available in web-site www.tendersodisha.gov.in.
13. Any dispute arising out of the above tender call notice shall be subject to Jurisdiction of Hon'ble High Court of Orissa at Cuttack and their subordinate Courts at Bhubaneswar only.

**General Manager (Mech.),
Erection and Maintenance**

ODISHA CONSTRUCTION CORPORATION LTD.
(A Govt. of Odisha Undertaking)
Office of General Manager (Mech.),
Erection and Maintenance,
Rasulgarh, Bhubaneswar
DETAILED TENDER CALL NOTICE (DTCN)

1. The General Manager (Mech.), Erection and Maintenance, Odisha Construction Corporation Limited invites on-line bid through e-procurement in prescribed form. Enlisted job worker of OCCL in M-I grade can submit the bid. Interested bidders have to be registered in the state govt. portal and must possess compatible digital signature certificate for online bidding. The website for online bidding is www.tendersodisha.gov.in for the work:- **“Repair. Overhauling, replacement by supply, fabrication, transportation, erection with painting and testing of 10 (Ten) Nos, spillway radial gates of size 12.190 mtr x 12.190 mtr with hoisting arrangements and repair to cracks & nose portion of the piers of spillway of Balimela Dam (Joint) Project.”**
2. The tender documents can be downloaded from the Govt. website www.tendersodisha.gov.in from date **23.07.2026 at 10.00 AM to 06.08.2026 up to 5.00 P.M.** for the work:- **“Repair. Overhauling, replacement by supply, fabrication, transportation, erection with painting and testing of 10 (Ten) Nos, spillway radial gates of size 12.190 mtr x 12.190 mtr with hoisting arrangements and repair to cracks & nose portion of the piers of spillway of Balimela Dam (Joint) Project.”** on online transfer of **Rs.11,800.00/-** (Rupees Eleven thousand eight hundred only) through a process as mentioned in DTCN. **The bid will be received through e-tender portal, www.tendersodisha.gov.in from dated 23.07.2026 at 10.00 AM to 06.08.2026 up to 5.00 P.M.** Each set of bid document contains Technical bid (cover-I) & Price bid(cover-II) i.e. an intelligent bill of quantity in MS Excel format. **The bid cover-I will be opened on 07.08.2026 at 11.30 A.M. in the Office of General Manager (Mech.) E & M, OCC Ltd., Rasulgarh, Bhubaneswar in presence of the bidders or their authorized agents. The bidders who participated in the on-line bidding can also witness opening of the bid from any system logging in to the portal away from opening place. The bids can only be opened by the pre-designated officials only after the opening time mentioned in the bid. In the event of the specified date of bid opening being declared a holiday the bid will be opened at the same time and same venue in the next working day. Date, time and place of opening of cover-II (Price bid) shall be intimated separately to those bidders who will be found eligible after evaluation of cover-I (Technical bid).**
3. The bidders shall prepare the documents and upload the scanned typed document in PDF format and BOQ in Excel format (or as specified in the portal) in appropriate place. **Bid must be submitted on-line in the website www.tendersodisha.gov.in only.**
4. No bidder will be permitted to furnish their bid in their own manuscript.
5. **EMD / BID SECURITY:**
 - (i) The Bidder shall transfer online the EMD / Bid security for the amount mentioned in the NIT and DTCN through a process mentioned in Works Department of Govt. of Odisha O.M. No 6785/W Dt 09.05.2017 and 17254/w Dt. 05.12.2017(As stipulated in Cl. No. 67 of DTCN).
 - (ii) The Bid shall be declared non-responsive and shall be rejected, if submitted without an acceptable Bid Security / EMD.

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- (iii) The Bid Security/EMD of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security/Initial Security Deposit (ISD).

The Bid Security/EMD may be forfeited

- If value of EMD submitted by the bidder not found **Rs.58,551.00 (exclusive of GST)**.
- If the bidder withdraws the bid after opening of the bid but within the period of validity.
- If the Bidder seeks any revision of rates or backs out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bids.
- In the case of a successful bidder, if the bidder fails within the specified time limit to **(a) Sign the Agreement; or (b) Furnish the required Performance Security/ISD if any.**

6. A bidder can submit only one bid. If more than one bid is submitted, then all bids will be rejected.

7. The bid is to be submitted on-line in the web-site www.tendersodisha.gov.in containing scanned copies of PAN card, GST No, affidavit duly registered regarding authenticity of document & No-relationship certificate as per the relevant clauses of this DTCN and special conditions if any. The bidder shall only submit single copy of the document. He is required to check the documents uploaded with the requirement asked for in the bid. Only after satisfying that all the documents have been uploaded, he should activate submit button. His bids shall not be considered responsive and action as per relevant clauses shall be taken if he does not provide the required documents or provided illegible documents. Clarity of the documents may be ensured by taking out a sample print out.

8. If any further necessary information is required, the bidder can seek clarification on the tender within **23.07.2026, 10.00 AM** upto **31.07.2026, 5.00 PM** during office hours from the General Manager (Mech.) Erection & Maintenance / authorized officer of OCC Ltd at Office of the General Manager (Mech.) Erection & Maintenance, Odisha Construction Corporation Limited, Rasulgarh, Bhubaneswar. The Tender Inviting authority's response for the queries raised by the bidder will be posted in the portal.

9. The EMD shall only be paid through on-line transfer as per the procedure specified in the DTCN.

10. The bid accepting authority will verify the originals of all the scanned documents of the successful lowest bidder only within 7 days of opening of the bid.

11. In the event of failure on the part of the bidder to produce the original documents, he will be debarred in future from participating in any tender for 3 years and will be blacklisted by the competent authority.

12. All charges towards quality control test will be borne by the Job-Worker.

13. The work is required to be completed in all respect within **180 (One hundred eighty) days** from the date of issue of Work Order. Failure to complete the work in due time without sufficient reason, the contract may be rescinded with penalty or as deemed proper by the competent authority.

14. The successful bidder will be required to submit a work programme and milestone basing on the financial achievement so as to complete the work within the stipulated time and in case of failure on the part of the agency to achieve the milestone, liquidated damage as applicable will be imposed

15. The date of commencement of the work shall be as notified in the work order.

16. The specification and scope for the work can be seen from the Govt. website www.tendersodisha.gov.in during the period of availability of the tender.
17. The bidders shall carefully study the tentative drawing and specification applicable to the contract and documents. The detailed standard specifications for Odisha and other said relevant specification and drawings are available in the office of the General Manager(Mech.), Erection and Maintenance, OCCL, Central Workshop, Rasulgarh, Bhubaneswar-751010. Complain at a future date that drawings, plans and specifications have not been seen by the bidders will not be entertained.
18. Bidders are to submit only the original BOQ (in Excel format) uploaded by procurement Officer (Officer inviting Tender) after entering the relevant fields without any alteration/ deletion/ modification. Multiple BOQ submission by bidder shall lead to cancellation of bid.
19. Submission of Bids through the e-Procurement Portal i.e. www.tendersodisha.gov.in, the bidder can submit the scanned copy of the documents in the designated locations of Technical Bid and Financial Bid. Submission of document shall be effected by using DSC of appropriate class and thus shall be in encrypted form.
20. The online bidder shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness/authenticity as per IT Act 2000, If any of the information furnished by the bidder is found to be false /fabricated/ bogus & their registration in the portal shall be blocked and the bidder is liable to be blacklisted.
21. The scanned copy(s) of (i) Affidavit duly registered Regarding authenticity of documents, (ii) No Relation Certificate (iii) GST Registration Certificate, (iv) PAN Card and (v) EPF Registration Certificate (vi) ESI Registration certificate (vii) OCCL. valid enlistment certificate and all other required documents as per the relevant clause of DTCN and ITB should be uploaded in web-site www.tendersodisha.gov.in at the time of submission of Bid.
22. The bid containing extraneous condition not covered by the tender call notice are liable for rejection and bid should be strictly in accordance with the tender call notice, any change in the wording will not be accepted.
23. Withdrawal of bid is allowed in the e-procurement portal. The bidder has to click on the "withdraw" button and record the necessary justification for the same in the space provided. In addition to this, he has to write a letter addressed to the Officer inviting the bid and up load the scanned document to portal in respective bid. The system shall not allow any withdrawal after expiry of the closure time of the tender.
24. On no account the contract work should be sublet to any sub contractor without the prior approval of the competent authority. In such an event the contract may be rescinded with penalty as will be deemed proper as per decision of the competent authority.
25. Letter etc, raising and lowering the rates or dealing with any point in connection with the tender will not be considered.
26. Schedule of Quantity accompanies tender notice: - It shall be definitely understood that the Corporation does not accept any responsibility for the correctness and completeness of this

schedule and this schedule is liable for alternations or omissions, deductions or additions as set forth in the condition of contract and such omission, deductions additions or alternations shall in no way invalidate the contract and no extra monetary compensation will be entertained.

27. The authority reserves the right to make such increase or decrease in the quantity of items of works mentioned in the schedule attached to the tender notice as may be considered necessary for the satisfactory completion of the work. All such increase or decrease shall in no way invalidate the rates. The Job-Worker shall not be entitled for any compensation on this account, except extension of time where considered necessary.
28. **All taxes, such as income tax, labour Cess, fees and royalties payable under the local rule excluding GST as applicable will be borne by the Job-Worker. GST will be paid to the Job-Worker as per the prevailing rules.**
29. The Earnest Money Deposit submitted during participation of tender will be retained in the case of successful bidder and will be dealt with as per the terms and conditions of the O.P.W.D. code and will not carry any interest. The earnest money of the unsuccessful bidder will be automatically refunded through on-line process. **In case, the EMD submitted by the bidder not found Rs.58,551.00, the bid of the bidder shall be out rightly rejected and EMD deposited shall be forfeited.**
30. The Corporation reserves the right of authority to reject any or all bids received without assigning any reason whatsoever.
31. The bid inviting officer is not responsible for any failure, malfunction of breakdown of the electronic system used during the e-procurement process.
32. That for the purpose of jurisdiction in the event of any dispute if any the contract would be deemed to have been entered in to within the State of Odisha and it is agreed that neither party to the contract will be competent to bring a suit in regard to the matter by this contract at any place outside the State of Odisha.
33. The bidder whose bid is selected for acceptance shall within a period of seven days upon intimation being given to him for acceptance of his bid make an **Initial Security Deposit** in the form of NSC / Post office Saving Bank Account / Post office Time Deposit Account / Kisan Vikas Patra / Bank Guarantee in favour of Odisha Construction Corporation Limited from any Nationlized Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar / e-Bank Guarantee executed on the National e-Governance Services Limited (NeSL.) Digital document Execution Portal towards Initial Security Deposit shall be duly pledged in favour of the Odisha Construction Corporation Limited and in no other form (which including the amount already deposited as earnest money) shall be **2%** of the value of the bidding amount and sign agreement in the required format for the fulfillment of the contract in the concerned office of OCC Ltd or as directed. Failure to enter in to the required agreement and to deposit the ISD as above shall entail forfeiture of the EMD. No bid shall be finally accepted until the required amount of ISD is deposited. The written agreement to be entered in between the Job-Worker and the OCC Ltd shall be the foundation of the rights of both the Job-Worker and the OCC Ltd and the contract shall be deemed to be incomplete until the agreement has first

been signed by the Job-Worker and then by the proper officer authorized to enter into the contract on behalf of the Odisha Construction Corporation Limited. The security deposits deducted from the bills will be refunded 06(Six) months after satisfactory completion of the work and payment of the final bill whichever is later subject to the condition that no defect is noticed in the work and will not carry any interest.

34. Under section 12 of contract labour (Regulation and Abolition Act 1970) the Job-Worker who undertakes execution of work through labour, should produce valid license from licensing authority of labour department (Labour license) before commencement of the work.
35. The Job-Worker shall be liable to fully indemnify the OCC Ltd of any compensation under workmen compensation Act VIII of 1993 on account of the workmen employed by the Job-Worker and full amount of compensation paid will be recovered from the Job-Worker.
36. Bidders are required to abide by the fair wages clause as introduced by Govt. of Odisha and will not pay less than the fair wages fixed by Govt., to the labours engaged by him for the work.
37. In case of any complaint by the labourers working about the nonpayment of wages as per prevailing minimum wages Act, the Senior Manager (Mech.), in-charge of the work will have the right to investigate and if the Job-Worker is found to be at fault, the Senior Manager (Mech.) may recover such amount from the Job-Worker's dues and pay such amount to the labourers directly under intimation to the local Labour Office of the Govt. The decision of the Senior Manager (Mech.), in-charge of the work is final and binding on the Job-Worker.
38. The Job-Worker will have to submit the monthly return of labourer all categories employed by him on the work to the District Labour Officer & the Senior Manager (Mech.), in charge of the work.
39. The Job-Worker should keep himself in touch with the Engineer-in-charge for smooth execution of the work and arrange adequate labour depending on the workload and working space available. No claim for detention for labour on any account will be entertained.
40. No compensation will be paid by the OCC Ltd for any damage done by rain, flood, cyclone, tide or by any other natural calamities during the execution of the work.
41. It should be understood clearly that no claim what-so-ever will be entertained in regard to extra items of work or extra quantity of any item besides agreement quantity and amount, unless written order is obtained from the Engineer-in-charge and rates settled before the extra items of work or extra quantity of any item of work is taken up.
42. The bidder shall have to abide by the C.P.W.D. safety code rules introduced by the Govt. of India, Ministry of works Housing and supply in their standing order No.44150 dt.25.01.1957, which can be seen in the Office of the General Manager (Mech.), E&M on working day during office hours.
43. The bidder shall bear various incidentals sundries and contingencies necessitated by the work in full within the following or similar category.
44. The Job-Worker has to arrange
 - (a) Rent, Royalties and other charges of materials etc, all other taxes excluding GST as applicable, ferry tools, conveyance charges and other cost on account of land and building & temporary electric connection to worksite as well as maintenance of coffer

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dam, service road, diversion road till completion of work required by the bidders for collection of materials, storage, housing of staff or other purpose of the work. No bidder will however be liable to pay for temporary occupation of land owned by Govt. at the site of the work.

- (b) Labour camps or hutments necessary to a suitable scale including conservancy and sanitary arrangements there in to the satisfaction of the local health authorities.
 - (c) Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
 - (d) Fees and duties levied by the canal or water supply authorities.
 - (e) Suitable equipment and wearing apparatus for the labour engaged in risky operations and medical aid to the labourer engaged for the work.
 - (f) Suitable fencing, barriers, signals including paraffin and electric signals where necessary at work and approaches in order to protect public and employees from accident.
 - (g) Compensation including cost of any suit for injury to persons or property due to neglect of any precautions also becomes payable due to operation of the workmen compensation Act.
 - (h) The Job-Worker has to arrange adequate lighting arrangement for the work wherever necessary at his own cost.
45. After the work is finished all surplus materials & debris should be removed clear away from the site of the work as directed by the Engineer-in-charge. Preliminary work such as vats, mixing platforms, scaffolding material etc. should be dismantled and all materials removed from the site and premises left neat and clean and this should be inclusive of the rates.
46. If any further necessary information is required, Senior Manager (Mech.) in charge of the work will furnish such, but it must be clearly understood that the bid must be received in order and according to instruction.
47. In case of delay in acquisition of land no compensation will be admissible but extension of time will be allowed on production of documentary evidence. However, the decision of OCCL is binding on the Job-Worker.
48. Over and above these conditions including the Technical specifications the items conditions, rules and regulations and specification laid down in relevant IS codes are also binding on the part of the Job-Worker.
49. For submission of bids through e-Procurement Portal www.tendersodisha.gov.in, the bidder shall upload the scanned copy/copies of PAN card, GST No, Affidavit regarding authenticity, genuineness of documents & 'No relationship' certificate in prescribed pro forma. If the bidder has not registered their GST in the state of Odisha, they have to get themselves registered under GST in the Govt. of Odisha before drawl of agreement.

50. No Relation Certificate.

The Job-Worker shall have to furnish certificate along with the bid to the effect that they are not related to any officer of Govt. of Odisha/OCCL in the rank to an Asst. Executive Engineer and above and any officer of the rank of Under Secy. and above in the W.R. Department. If the fact

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subsequently proved to be false the contract will be rescinded. The Bid shall be declared non-responsive and shall be rejected and the bidder shall be liable to make good the loss or damage, resulting from such cancellation. **(The Performa for no relation certificate is contained in a separate sheet of I.T.B. in Annexure-B, Page-29).**

51. The Job-Worker shall sign as a token of final acceptance of the plans, sections and agreements for the work prior to take up the work for execution.
52. Under no circumstance, Interest chargeable for the dues or any additional dues if any payable for the work.
53. Conditional bid will not be taken into consideration.
54. The EMD will be forfeited, if the bidder backs out from tender before acceptance of the bid by the competent authority as concurred in by Law Dept & Finance Dept. in their UOR No. 848/L dt. 31.5.97 & UOR No. 202/WFD dt. 6.3.98 respectively (Works Dept. of Govt. of Odisha Memo No. 9101/Cl, dtd. 30.3.98) also the EMD will be forfeited if the bidder fails to sign the agreement after acceptance and not willing to deposit the required ISD and Performance Security, if any for the unbalance bid amount.
55. If L₁ bidder does not turn up for agreement after finalization of the tender, then they shall be debarred from participation in bidding for any other tender for three years and action will be taken to blacklist the Job-Worker. In that case, the L₂ bidder, if fulfils other required criteria would be called for drawing agreement for execution of work subject to the condition that L₂ bidder negotiates at par with the rate quoted by the L₁ bidder otherwise the tender will be cancelled. In case a Job-Worker is black listed, it will be widely published and intimated to all departments of Govt. and also to Govt. of India agencies working in the State.
56. When in response to a notice calling for bids, only a single bid is received in the first time, the tender shall be cancelled without opening of the bid and fresh bid be invited publicly. If single bid is received even after retendering then the approval of the next higher authority should be obtained, if the bid is otherwise in order and acceptable.
57. Protection against flood: The Job-Worker shall make his own arrangement at his cost to shift the machinery, equipments, materials, labourer and departmental machinery if hired by the Job-Worker to a safe place prior to flood. The work shall have to be resumed after the work site is normal after flood. No extension of time for the completion of the work may be considered by the Department/Corporation if the discontinuance of the work is beyond the reasonable attempts of the Job-Worker to such eventualities.
58. The debris, sand and other materials, accumulated in the work area during flood shall be removed by the Job-Worker as required for continuing the work at their own cost. By any chance, if any excavated portion that could not be filled up with concrete by the Job-Worker, gets filled up during the monsoon period with earth, such removal will not be paid again. The Job-Worker will have to re-excavate the same at their own cost.

It shall be distinctly understood that, it is entirely the responsibility of the Job-Worker to make such arrangements may be required from time to time to protect the men, machinery, materials and the work under progress and work for which the measurements were recorded and payment made, against any damages either during working season or during the flood. The

department accepts no liability, what so ever for any damage or loss of men, materials, machinery and type of hindrance caused to the progress of work.

The Job-Worker should provide at his own cost adequate protection measures to the completed works at the end of working season or work in progress against such eventuality till completion and handing over the entire work to the Department/OCCL.

59. Dewatering from the foundation for dams, spillways, bridges, culverts, building work sites etc. and watering for consolidation in roads embankments wherever necessary during execution will have to be done by the Job-Worker and no extra payment will be made on that account. The terms dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation water.
60. Tax deducted as source (Income Tax) as applicable over the gross amount of the bill is to be deducted from the Job-Worker bill towards income tax & as amended from time to time.
61. The amount of royalty of different materials as utilized by the Job-Worker in the work will be recovered from their bill, basing on the rate fixed by the Govt. or as amended from time to time during the period of execution.
62. The bidder may be asked in writing/online (in their registered e-mail ids) to clarify on the uploaded documents provided in the Technical Bid, if necessary with respect to any doubts or illegible documents. The authority inviting bid may reserve the right to accept any additional document.
- 63. All the forms and Annexure 'A' to 'I' attached to section- II of this ITB must be filled in properly along with the authenticated documentary evidence required therein, failing which the bid shall be treated as 'Non-responsive' and be rejected.**
64. If a Job-Worker removes any Govt. material or stores supplied to him from the site of the work in contravention of the provision of this clause with a view to dispose of the same dishonestly, they shall be in addition to any other liability civil or criminal arising out of this contract be liable to pay penalty equivalent to 5 (five) times of the price of the materials cost. The penalty so imposed shall be recoverable at any time from the sum that may be due then or at any time thereafter become due to the Job-Worker or from their security deposit or from their other available dues with the Department / OCCL.
- 65. GENERAL INSTRUCTION TO JOB-WORKER as per DoWR letter No.20415 dt.14.09.2015**
 - (i) Any agency or Contractor/Job-Worker executing a work should be aware about the local festivals like Makar Sankranti, Raja Sankranti ,Chaiti Parab, Danda Nata or any such festivals which may affect the work schedule. Therefore, the Job-Worker should engage more work forces during working period available at their disposal to complete the work as per schedule.
 - (ii) In the peak summer season, working hour is curtailed by the Labour Department to avoid exposure to personnel to the scorching sun and heat. It is the duty of the agency to increase the number of work force and to employ the existing work force during morning and afternoon hours as per Government orders.
 - (iii) Rainfall is a normal occurrence during monsoon in Odisha. So, unless there is unusually heavy rainfall resulting in a declared calamity, the Job-Worker is not eligible for any extension of time. The Job-Worker should plan the deployment of workforce and machinery, so as to complete the work as per schedule considering ordinary vagaries of nature. The same applies for borrow area ponding also. The Job-Worker should foresee

possible ponding of borrow area in monsoon and like wise lift more quantity of soil/ other materials during dry period, so as to complete the work as per schedule.

- (iv) The Job-Worker should take up the work with due diligence in the acquired land without waiting for acquisition of entire land. This should be completed in proportionally less period depending on the quantum of available work front.
- (v) The Job-Worker should plan his work programme and mobilize men and machinery considering the canal closure programme of a particular system or area. Khariff / Rabi closure can't be imposed arbitrarily on the farmers as per the convenience of the agency. Closure of canal for the interest of work will be solely at the discretion of the Engineer-in-charge and can't be claimed as a matter of right.
- (vi) There will be always be standing crop before harvesting season as per crop schedule and this fact has to be clearly understood by the Job-Worker. Extension of time on this ground may not be considered by the Division officer.
- (vii) Only the day(s) of elections to the Local Bodies / Assembly / Parliament will be treated as non working day(s)

1. Definitions

In the contract (as hereinafter defined) the following words and expressing will have the meanings here by assigned to them.

- a) Bidder- firm, Company or Corporation, enlisted by OCC Ltd. as eligible to participate in the tender.
- b) Job-Worker - Shall mean the Bidder whose bid will be accepted by the Owner for the award of the Work and shall include such successful Bidder's legal representatives, successors and permitted assignees.
- c) Digital Signature- Any electronic documents, which contains encrypted message digest using hash algorithm and Tenders public key is known as Digitally Signed Documents and the process of generating such document is called digitally signing it.
- d) Approved / Approval – Means approved / approval in writing.
- e) Construction Plant – Means all equipments, appliances or a thing of whatsoever nature required for the execution, or completion, maintenance of the works or temporary works but does not include materials or other things intended to form or forming part of the permanent work.
- f) Contract – Means the instruction and information for bidders, General and Special conditions of the contract, Technical specification, tender (including the schedule of quantities and tender prices) the formal agreement and all agenda and attachment related to the above.
- g) Contractor – Means the particular person, firm or corporation with whom the contract has been made for executing the work.
- h) Drawing – Means the drawing referred to in the specifications any modifications of such drawings approved in writing by the Senior Manager (Mech.) in charge of the work and such other drawings are may from time to time be furnished or approved in writing by the Engineer-in- charge.
- i) Engineer-in-charge – Means the Senior Manager (Mech.)-in-charge of the work specified or parts of the works under the contract or such other OCC Ltd. assistants of sub-ordinates to whom the Senior Manager (Mech.), may have delegated certain duties acting separately within the scope of particular duties entrusted to them.
- j) Government – Means Government of Odisha, Department of Water Resources.
- k) I.S.S./ B.I.S – Means Indian Standard Specification/ Bureau of Indian Standard.
- l) Temporary Works – Means all temporary works of every kind required for the performance of the contract.

- m) Specification – Whenever the term Specification is used, apart from a specified standard specification, it shall mean the specification or plan prepared for a particular site as instructed to the Job-Worker in executing that item of work.
- n) **Guarantee Period'/Maintenance Period'** shall mean the period during which the Job-Worker shall remain liable for repair or replacement of any defective part of the Works performed under the Contract.

67. Procedure for Electronic receipt, accounting and reporting of Cost of Tender Paper on submission of bids. (Vide Works Department of Govt. of Odisha O.M. No. 6785 /W. Dtd. 09.05.2017 and 17254/W Dtd. 05.12.2017.

- i. The State Government have formulated rules and procedures for Electronic receipt, accounting and reporting of the receipt of Cost of Tender Paper on submission of bids through the e-procurement portal of Government of Odisha i.e. "<https://tendersodisha.gov.in>".
- ii. Electronic receipt of cost of tender paper has been successfully tested through SBI payment gateway. Now it has been decided to introduce electronic receipt of Cost of Tender Paper on submission of bids through payment gateway of designated banks such as SBI/ICICI Bank/HDFC Bank for all Government Departments, State PSUs. Statutory Corporations, Autonomous Bodies and Local Bodies etc. in phases (Annexure-1). The process outline as well as accounting and reporting structure are indicated below :
 - a) It will be carried out through a single banking transaction by the bidder for multiple payments like Cost of Tender Paper on submission of bids.
 - b) Various payment modes like Internet banking/ NEFT/RTGS of Designated Banks and their Aggregator Banks as well can be accessed by the intending bidders.
 - c) Reporting and accounting of the e-receipts will be made from a single source.
 - d) Credit of receipts into the Government accounts and to the designated Bank account of the participating entities indicated in Para ii above would be faster.
- iii. Only those bidders who successfully remit their Cost of Tender Paper on submission of bids would be eligible to participate in the tender/bid process. The bidders with pending or failure payment status shall not be able to submit their bid. Tender inviting authority, State Procurement Cell, NIC, the designated Banks shall not be held responsible for such pendency or failure.
- iv. **Banking arrangement:**
 - a) Designated Banks (SBI/ICICI Bank/HDFC Bank) payment gateway are being integrated with e-Procurement portal of Government of Odisha (<https://tendersodisha.gov.in>)
 - b) The Designated Banks participating in Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids will nominate a Focal Point Branch called e-FPB, who is authorized to collect and collate all e-Receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the bank's branches while making payment.
- v. **Procedures of bid submission using electronic payment of tender paper cost by bidder:**
 - a) Log on to e-Procurement Portal: The bidders have to log onto the Odisha e-Procurement portal (<https://tendersodisha.gov.in>) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Now.

submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.

b) Uploading of Prequalification/Technical/Financial bid: The bidders have to upload the required Prequalification /Technical/Financial bid, as mentioned in the bidding document and in line with Works Department office memorandum no.7885, dt.23.07.2013

Electronic payment of tender paper cost:

Then the bidders have to select and submit the bank name as available in the payment options

- i. A bidder shall make electronic payment using his/her internet banking enabled account with designated Banks or their aggregator banks.
- ii. A bidder having account in other Banks can make payment using NEFT/RTGS facility of designated Banks. Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.

Bid submission:

Only after receipt of intimation at the e-Procurement portal regarding successful transaction by bidder the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.

System generated acknowledgement receipt for successful bid submission:

System will generate an acknowledgement receipt for successful bid submission. The bidder should make a note of 'Bid ID' generated in the acknowledgement receipt for tracking their bid status.

Settlement of Cost of Tender Paper;

a) Cost of Tender Paper: In respect of Government receipts on account of Cost of Tender Paper, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to Bid Identification Number. The State Procurement Cell shall generate Bank-wise-head-wise challans separately for Cost of Tender Paper and instruct the designated Banks to remit the money to the State Government account under different heads. In respect of the cost of tender paper received through the e-procurement portal, the remittance to the Cyber Treasury account will be made to the Head of Account 0075-Misc, General Services-800-Other Receipts 0097-Misc. Receipts-02237-Cost of Tender Paper.

b) For the time being, the State Procurement Cell (SPC) will use over the counter payment facility of the Odisha Treasury portal. Thereafter, remittance through NEFT & RTGS will be facilitated through the Odisha Treasury portal.

c) Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc., Cost of Tender Paper, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to Bid Identification Number. The State Procurement Cell shall generate Bank-wise list of challans and instruct the designated Banks to remit the money through the Odisha Treasury portal. The cost of tender papers will be credited to the registered Bank account of the concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc.

d) Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender fee, EMD to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.

- e) Back-end Transaction Matrix of Electronic receipt of Cost of Tender Paper on submission of bids is enclosed in the Annexure. 1. Settlement of Earnest Money Deposit on submission of bids:
- a) The Bank will remit the Earnest Money Deposit on submission/cancellation of bids to respective bidders accounts as per direction received from TIA through e-procurement system.

Forfeiture of EMD :

Forfeiture of Earnest Money Deposit on submission of bid of defaulting bidder is occasioned for various reasons as follows.

- a) In case the Earnest Money Deposit on submission of bid is forfeited, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority.
- b) The Tender inviting authorities of the Government Departments will deposit the forfeited Earnest Money Deposit on submission of bid, in the State Government Treasury under the appropriate head (8782-Cash Remittances and Adjustments between the officers rendering accounts to the same Accounts Officer-102P.W.Remittances-1683-Remittances-91028-Remittances into Treasury) after taking the amount as a revenue receipt in their Cash Book under the head 0075-Misc. General Services-00-101 -Unclaimed Deposits-0097Misc, Receipts-02080-Misc. Deposits and submit the detail account to DAG (Puri) as a deposit of the Division.
- c) By clicking submit button, system will initiate the forfeiture of EMD. System will not allow the evaluator to edit the initiation after clicking the submit button. Forfeiture option can be carried out in phased manner like one bidder at a time.

Role of the Banks:

- a) Make necessary provision / customizations at their end to enable the provision for online payments / refunds as per this document.
- b) Provide necessary real-time message to bidders regarding successful or unsuccessful transactions during online payment processes and redirect them to e-Procurement website with necessary transaction reference details enabling them to submit their bids.
- c) The bank shall ensure transfer of funds from the pooling account to the Government Head/current account of PSUs/ULBs within the next bank working day as per the directions generated from e-Procurement portal.
- d) Bank should provide timely reports and reference details to NIC enabling them to carry out their role as stated below.
- e) Refund of amount to bidders as per the XML file provided by e-Procurement system on the next bank working day from the date of generation of the XML file and also provide a confirmation to NIC on the same.

Role of State Procurement Cell:

- a) Communicate requirements of Government departments/ State PSUs/ Autonomous Bodies/ ULBs online payment requirements to National Informatics Centre / the authorised Banks for mapping/ customization.
- b) In every working day, the State Procurement Cell shall generate MIS from the e-Procurement portal to ascertain the tender paper cost received in the e-Tendering process separately bank-wise for the Government Department and the PSUs/ULBs. The SPC shall generate bank-wise separate online challans from the Odisha Treasury portal and make the remittance through over the counter facility or NEFT/RTGS (as and when this functionality is available in Treasury portal) and issue instruction to the bank for remittance of the receipt to the State Government account.
- c) The State Procurement Cell shall be responsible for providing challan details and MIS in respect of the remittance towards tender paper cost to the Tender inviting authorities for their record.
- d) State Procurement Cell shall monitor the progress of e-Tendering by different Government departments / State PSUs/ Autonomous Bodies / ULBs through an MIS. State Procurement Cell shall monitor and send monthly progress reports to the Government.

- e) The e-Procurement system will generate a consolidated refund & settlement XML file as an end of the day activity.
- f) e-procurement system will provide a web service for payment gateway (PG) provider to pull the encrypted refund and settlement details in XML file against a day.
- g) Similarly, payment gateway (PG) provider will provide a web service to pull the refund and settlement status against a day
- h) e-procurement system will update the status accordingly for reconciliation report.

Role of National Informatics Centre:

- a) Customize e-Procurement software and web-pages of Government of Odisha (<https://tendersodisha.gov.in>) to enable the provision for electronic payment.
- b) The NIC, Odisha will modify / rectify the errors in electronic data relating to the Chart of Account.
- c) NIC will provide an interface to organizations to download the electronic receipt data.
- d) Enable automatic generation of daily XML files from e-Procurement system and ensure delivery of the same to the authorized Banks for enabling automatic refund/settlement of funds.
- e) NIC shall enable the e-Procurement portal to generate MIS as required for the State Procurement Cell in order to make remittance of the tender paper cost to the State Government account using the Odisha Treasury portal.

Role of Cyber Treasury:

- a) The cost of the tender paper deposited by the SPC using the Odisha Treasury Portal which will be accounted for by the Cyber Treasury and it shall submit the accounts to A.G (O) as per the established process.
- b) The Cyber Treasury will provide MIS as required to the SPC for the purpose of accounting and reconciliation of the electronic remittances made to the State Government account.

Redressal of Public grievances:

The State Procurement Cell, Odisha, National Informatics Centre, Odisha and the e-FPB will have an effective procedure for dealing with, public complaint for e-Receipt related matters. In case, any mistake is detected by any of the stakeholders in reporting of receipt of tender paper cost and EMD, either suo moto or on being brought to its notice, the State Procurement Cell, Odisha, National Informatics Centre, Odisha unit, Cyber Treasury and the bank will promptly take steps for rectification. The e-Focal Point Branch of the participating Banks, National Informatics Centre, Odisha and the State Procurement Cell, Odisha will notify the contact number and address of the Help Desk for resolution of any dispute regarding e-Receipt.

Applicability and modification of existing rules / orders:

The modalities prescribed in this Office Memorandum for downloading of tender paper, submission and rejection of bid, acceptance of Bids as well as refund and forfeiture of earnest deposit will be applicable for electronic submission of bids through e-procurement portal. Existing provisions regulating cost of tender paper, earnest money deposit in OPWD Code and OGFR would stand modified to the extent prescribed. 15. These arrangements would be made effective after signing of MoU between the designated Banks and the State Procurement Cell, firming up of Banking arrangements and technical integration between designated Bank and e-Procurement Portal.

Back-end Transaction Matrix of Electronic receipt and remittance of EMD and Cost of Tender Paper on submission of bids.

	Cost of Tender Paper on submission of bids	Earnest Money Deposit on submission of bids
Government Departments	I. The payment towards the cost of Tender Paper, in case Government Departments, shall be collected in separate Pooling accounts opened in Focal Point Branch called e-FPB of respective designated banks [as stated in Para 2] at Bhubaneswar on T+1_day. II. With reference to the Notice Inviting Tender/ Bid Identification Number, the amount so realized is to be remitted to Government Account under the Head Of Account 0075-Misc. General Services-800-Other Receipts-0097Misc. Receipts-02237-Cost of Tender Paper through Odisha Treasury Portal after opening of the bid.	I. In case of tenders of Government Departments, amount towards Earnest Money Deposit on submission of bids shall be collected in a pooling account opened for this purpose at Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar and the banks will remit the amount to respective bidder's account within two working days on receipt of instruction from TIA through refund and settlement of e-procurement system. II. In case of forfeiture of Earnest Money Deposit on submission of bids, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority within two working days of receipt of instruction from TIA.
State PSUs Statutory Corporations, Autonomous Bodies and Local Bodies.	I. In case of State PSUs, Statutory corporations, Autonomous Bodies and Local Bodies etc. the amount towards Cost of Tender Paper, on submission of bids shall be collected in separated pooling accounts opened in Focal Point Branch called e-FPB of respective designated Banks at Bhubaneswar on T+1 days. II. The Paper cost will be transferred to the respective current accounts of concerned State PSUs, Statutory Corporation, Autonomous Bodies and Local Bodies etc. after opening of bid.	Statutory Corporations, Autonomous Bodies and Local Bodies. I. Amount towards EMD on submission of bids shall be collected in a separate pooling account of Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar and the banks will remit the amount to respective bidder's account on receipt of instruction from TIA through refund and settlement of e-procurement system within two working days from receipt of such instruction. II. In case of forfeiture of Earnest Money deposit on submission of bids, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority within two Working days of receipt of instruction from TIA.

SECTION-II

INSTRUCTIONS TO BIDDERS(ITB)

INSTRUCTIONS TO BIDDERS(ITB)

1 Preparation of bid Documents.

The intending bidder shall log in to the e-procurement portal identified as <https://www.tendersodisha.gov.in> and download the Technical Bid (Cover-I) in pdf format and Financial bid (Cover-II) in shape of bill of quantity in an intelligent MS Excel Format. As per the requirement of the bid document, the bidder will fill up required information at required cell on the intelligent MS Excel sheet. The bidder is to scan his PAN card, Affidavit in prescribed pro forma, No relation certificate in prescribed pro forma, GST Registration Certificate, EPF Registration Certificate, ESI Certificate & labour license etc. issued by competent authorities required for fulfilling the minimum qualifying criteria specified in the bid document for the work.

2. Method of submission of bid Documents.

- 2.1 The bidder shall upload the scanned copy/ copies of the documents & information as per requirement of the bid document through the e-procurement portal. All documents & scanned copies are to be uploaded in the designated location of the Technical Bid (Cover-I) in pdf format except the price bid. The filled up intelligent Bill of Quantities in Excel Format will be uploaded in the designated location of Price Bid (Cover-II). The Bidder is required to upload the required documents in appropriate location of the Technical & Financial Bid failing which the Bid will be rejected. All the uploaded documents should be clear & legible. Before activating the submit button the clarity of the document may be ensured by taking out a sample copy. In the e-procurement tendering system, the bidder is required only to submit the required information as per Bid document instead of submitting the entire Technical Bid document. The online bidders shall digitally sign on the all statements, documents, clarification uploaded by them owning responsibility for their correctness /authenticity. If any of the information furnished by the bidder is found to be false/ fabricated/ bogus the bidder will be black listed & EMD / Bid Security will be forfeited.
- 2.2 The information required as per bid documents may be provided in the specified format annexed to the bid document.
- 2.3 If the intending bidder is an individual, the documents shall be signed by the individual above his full type written name and current address.
- 2.4 If the intending bidder is a proprietary firm, it shall be signed by the proprietor above his full name and with his current address.
- 2.5 If the intending bidder is a firm in partnership, it shall be signed by a partner holding the power of attorney for the firm in partnership in which case a certified copy of power of attorney shall accompany in the pre-qualification documents.
- 2.6 If the intending bidder is a limited company or Corporation, it shall be signed by a duly authorized person holding the power of attorney in which case certified copy of power of attorney shall accompany.
- 2.7 All witness and sureties shall be of person of status and probity and their full names, occupation and address shall be stated below their signatures.
- 2.8 As the Period of execution of the above work is **180(One hundred eighty) days, there is no provision for payment of Price Escalation.**

3. Opening of Technical Bid Document.

The bid documents will be opened on dated **07.08.2026 at 11.30 AM** in the office of the General Manager (Mech.), Erection and Maintenance, Odisha Construction Corporation Limited, at Central Workshop, Rasulgarh, Bhubaneswar in the presence of bidders or their authorized representative, who wish to be present.

4. Minimum Qualifying Criteria

(a) The Bidder must have been registered as **M-II grade of Job-Worker in OCC Ltd.**

- (b) The Bidders should submit the following documents (in addition to other documents, required as per other clauses): -
- i) OCCL valid enlistment certificate
 - ii) GST certificate
 - iii) PAN card
 - iv) EPF & ESI Registration. certificate
 - v) Labour license (Job-Worker is required to furnish necessary labour license issued by competent authority before commencement of the work.)
 - vi) Affidavit for authenticity of the documents as per Annexure-A
 - vii) No-relationship certificate as per Annexure-B
 - viii) List of Hydro mechanical projects completed as per Annexure-C
 - ix) Certificate confirming the availability of staff/manpower as per annexure-D
 - x) Letter of Acceptance as per Annexure-G
 - xi) Attested Copies of Affidavit for Sole Proprietorship / Partnership Deed / Memorandum and Articles of Association along with the details pertaining to place of registration, principal place of business of the firm etc.
 - xii) Certificate for availability of Machinery/ Equipment as per Annexure-E
 - xiii) Affidavit for past contractual performances as per Annexure-F
 - xiv) Power of attorney from the lead member appointing designated person as per Annexure-I
 - xv) Residential address proof
 - xvi) Information regarding Structure & Organisation in format as per form A
- (c) **Even though the Bidders meet the above qualifying criteria, they are liable to be disqualified, if**
- (i) They have made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements.
 - (ii) They are not registered as M-I grade Job-Worker in OCCL.
 - (iii) They have records of poor performance such as abandoning the work, not properly completing the contract, litigation history or financial failures etc.
 - (iv) Their business banned by Central/State Govt. Department/Public Sector Undertakings or Enterprises of Central/State Govt for any reason.

5. Site Visit

The bidder is advised to visit and examine the site of works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into the Contract. The costs of any such visits shall be entirely at the bidder's own expense. The bidders are requested to satisfy themselves regarding availability of water, requirement of electricity, nature and location of work, confirmation of the ground character, quality and quantity of the materials, the character of equipment and logistic facilities needed preliminary to and during the progress of the works, law and order situation, hindrances and/or the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract. The contractor will be fully responsible for considering the financial effect of any or all of the above factors at his rates. No compensation will be given on account of ignorance of any of the factors during execution of the works.

6. Rates and Prices

- 6.1 The prices quoted by the Bidder shall be in INR (Indian Rupee) and fixed for the contemplated completion period and shall not be subject to any escalation due to any account in this period. Prices shall also remain firm in case of variation of quantities and actual completion period. **The bidders have to quote the item rate including all taxes such as income tax, labour cess, fees, and royalties payable under the local rule excluding GST (Goods and Service Tax). GST as applicable will be paid extra as per prevailing rules.**

7. Joint Venture is not allowed

8. Final Decision making authority

The **Managing Director** of the Corporation is the competent authority who reserves the right to accept or reject or disqualify any of the bid without assigning any reasons thereof and his decision shall be final and binding on all the bidders.

9. Issue of Addenda / Corrigenda/ Cancellation Notice:

The Officer inviting the tender may publish any addendum / corrigendum/ cancellation of tender/bid in the notice board and in the web-site www.tendersodisha.gov.in and such notice shall form part of the bidding documents.

- 10.** The bidder whose bid is accepted shall be required to submit stamp papers of appropriate value in his name for payment of stamp duty as per the provision of Indian Stamp Act within 7 days of the date of issue of Letter of Intent and shall be required to appear at the office of the OCCL in person, or through a duly authorized representative to execute the contract agreement within 15 days after receipt of the notice for signing the Contract Agreement. No payments shall be released to the Job-Worker until the agreement is signed. Failure to do so shall also constitute a breach of the agreement effected by the acceptance of the bid in which case the Letter of Intent for the contract can also be cancelled and the Earnest Money accompanying the bid is also liable to be forfeited by the OCCL.

11. Court's Jurisdiction

Any suit or application, arising out of any dispute or difference on account of this tender or any matter in relation to the Award of the contract or for the enforcement of Arbitration clause under the Contract, shall be filed in a Competent Court at Bhubaneswar, India only and no other court of any other District of the country shall have any jurisdiction in the matter. **It is to be noted that in all cases, if any, OCCL should be made as First Respondent.**

12. Secrecy of Contract Documents

The Contract is confidential and must be strictly confined to the Job-Worker's own use (except so far as confidential disclosure to sub-contractors or suppliers if necessary) and for the purpose of the contract.

13. General

- 13.1** The Job-Worker's operations and proceeding in connection with the works shall at all times be conducted during the continuance of contract in accordance with the laws, ordinance, rules and regulations for the time being in force and the Job-Worker shall further observe and comply with the bye laws and regulations of the Government of India and State Government and of Municipal and other authorities having jurisdiction over area involved in connection with the works or site and over operations such as those as carried out by the Job-Worker (s) and shall give all notices required by such bye-laws and regulations. The hospital and medical regulations in force for the time being shall also be complied with by the Job-Worker / Job-Workers and his/their workmen.
- 13.2** No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in any Department of the Government of India is allowed to work as a Job-Worker for a period of two years immediately after his retirement from Government service without the previous permission of the Government of India. This contract is liable to be cancelled if either the Job-Worker or any of his employees is found at any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the Job-Worker's service.
- 13.3** Should a Job-Worker have a relative employed in Managerial capacity in OCCL or in the case of partnership firm or company incorporated under the Indian Company Law, should a partner or relative of the partner or a shareholder be employed in responsible capacity in the OCCL, the authority inviting tenders shall be informed of the fact at the time of submission of bids, failing which the bid may be rejected. If such fact is suppressed at the time of tendering/bidding and comes to light at any time after the acceptance of bid the contract may be rescinded.
- 13.4** Site is available with owner for construction. Site for execution of the work will be made available as soon as the work is awarded.

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)

ANNEXURE-A**(AFFIDAVIT)**

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

1. The undersigned (Name of the firm and full address of the registered office contact details) hereby certifies that, all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certify that, neither our firm _____ nor any of its construction partners have abandoned any Hydro Mechanical Structure or 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.

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 bid liable for rejection.

Signature of the Job-Worker

Name _____

Address _____

Date _____

ANNEXURE- C**LIST OF HYDROMECHANICAL PROJECT COMPLETED DURING LAST FIVE YEARS****(At least one (01) no of project during FY 2021-22 to 2025-26 & the current FY 2026-27)**

S.No	Clients Name Address & Contact No.	Scope of Work	Agreement/ Letter of Award No.	Contract Value awarded(Rs In Lacs)	Location	Date of Start	Date of Completion		Reason for Delay if any
							As per LOA	Actual	

Note:

1. In support of having completed above works attach copies of the work order, agreement, successful completion certificate from the owner/client indicating the name of work, the description of work done by the bidder, date of start, date of completion and value of contract
2. Information must be furnished for works carried out by the bidder in his own name as a prime contractor or proportionate share as member of a joint Venture. In the latter case details of contract value including extent of financial participation by partners in that work should be furnished.

ANNEXURE-D**CERTIFICATE CONFIRMING THE AVAILABILITY OF STAFF/MANPOWER**

This is to certify that I/We shall deploy the essential staff/manpower as specified in the tender, if I/We am/are awarded the work of, "Repair. Overhauling, replacement by supply, fabrication, transportation, erection with painting and testing of 10 (Ten) Nos, spillway radial gates of size 12.190 mtr x 12.190 mtr with hoisting arrangements and repair to cracks & nose portion of the piers of spillway of Balimela Dam (Joint) Project." as per the details indicated below I/We agree that the staff/manpower indicated below is the minimum essential for the project execution and in addition to these, other staff/manpower necessary to complete the work successfully and in time, shall also be deployed by me/us.

Position	Name	Years of Experience (general)	Years of Experience in Proposed Position (Hydro mechanical project)

SEAL AND SIGNATURE OF THE BIDDER

JOB-WORKER

SENIOR MANAGER (MECH.)

ANNEXURE-E**CERTIFICATE CONFIRMING THE AVAILABILITY OF MACHINERY AND EQUIPMENT**

This is to certify that I/We shall deploy the essential machinery and equipment as specified in the tender, if I/We am/are awarded the work of, "Repair. Overhauling, replacement by supply, fabrication, transportation, erection with painting and testing of 10 (Ten) Nos, spillway radial gates of size 12.190 mtr x 12.190 mtr with hoisting arrangements and repair to cracks & nose portion of the piers of spillway of Balimela Dam (Joint) Project." as per the details indicated below. I/We agree that the equipment indicated below is the minimum essential for the project execution and in addition to these, other machinery and equipment necessary to complete the work successfully and in time, shall also be deployed by me/us.

Item of Equipment	Make and Age (Years)	Condition (new, good, poor)	Owned

SEAL AND SIGNATURE OF THE BIDDER

JOB-WORKER

SENIOR MANAGER (MECH.)

ANNEXURE -F**PRO FORMA FOR SUBMISSION OF PAST CONTRACTUAL PERFORMANCE**

(Affidavit on non-judicial stamp paper of Rs 20/- duly attested by Notary/Magistrate)

This is to certify that We, M/s _____ in submission of this bid,

- i) Have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements;
- ii) Do not have records of poor performance such as abandoning the work, not properly completing the contract, litigation history, financial failures or fatal accident during execution of hydro mechanical projects etc.
- iii) Business has never been banned with us by any Central/State Govt. Departments/Public Sector Undertakings or Enterprises of Central/State Govt.
- iv) Have submitted all the supporting documents and furnished the relevant details as per the prescribed format.
- v) The information and documents submitted with the bid by me/us are correct and I/we am/are fully responsible for the correctness of the information and documents submitted by me/us.

SIGNATURE AND SEAL OF THE BIDDER

JOB-WORKER

SENIOR MANAGER (MECH.)

ANNEXURE – G**ACCEPTANCE LETTER****(To be typed by Job-Worker on his letter head)**

Dated. _____

To. _____

Sir,

Sub: No-counter Conditional Acceptance of Tender Conditions

Ref : Tender No _____

Name of the work: _____

1. I have read and examined all the conditions in the tender document for the work of, "Repair. Overhauling, replacement by supply, fabrication, transportation, erection with painting and testing of 10 (Ten) Nos., spillway radial gates of size 12.190 mtr x 12.190 mtr with hoisting arrangements and repair to cracks & nose portion of the piers of spillway of Balimela Dam (Joint) Project" and We hereby unconditionally accept the tender conditions in entirety for the above work.
2. **I/We hereby submit our bid and undertake to keep our bid valid for a period of 90 (Ninety) days from the last date of submission of bid.**
3. I/We undertake to execute the above items strictly in accordance with the requirements and particulars/specifications stipulated in the tender documents.
4. I/we hereby further undertake that during the said period:-I/we shall not vary/alter or revoke my/our bid during the validity period of bid. I/we have quoted for the complete tender.
5. I/we undertake to abide by the terms and conditions as stipulated in your tender documents and as amended thereafter.
6. I/we have not enclosed any conditions/deviations to conditions of tender in the Price Bid.
7. I/we agree that in case of any condition found to be quoted by us in the Price bid my/our bid will be rejected and my/our earnest money is liable to be forfeited.

JOB-WORKER

SENIOR MANAGER (MECH.)

8. This undertaking is in consideration of OCCL agreeing to open my bid, consider and evaluate the same for the purpose of award of work in terms of provisions of tender documents. Should this tender be accepted, I/we also agree to abide by, fulfill, and comply with all the terms, conditions and provisions of the above mentioned tender documents.

Signature along with Seal of the company

(Duly authorized to sign the Tender on behalf of the Contractor)

Name _____

Designation _____

Name of the Company _____

Date & Postal address _____

WITNESS

Signature _____

Date _____

Name and address

Telephone No.

Fax No./ Email ID:

ANNEXURE – H**CONTRACT AGREEMENT**

CONTRACT AGREEMENT FOR THE WORK OF _____
 dated _____ (day) _____ (month) _____ (year) _____
 _____ (in words) between M/s _____, having
 registered office at _____

hereinafter called the "JOB-WORKER" (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and the Odisha Construction Corporation Ltd., Bhubaneswar having Central office at Bhubaneswar, India, acting through its Managing Director and includes his successors and assigns, hereinafter called "OWNER".

WHEREAS the Owner is desirous that certain works should be executed viz. "Repair. Overhauling, replacement by supply, fabrication, transportation, erection with painting and testing of 10 (Ten) Nos, spillway radial gates of size 12.190 mtr x 12.190 mtr with hoisting arrangements and repair to cracks & nose portion of the piers of spillway of Balimela Dam (Joint) Project" as per drawings, scope of work and instruction of engineer-in-charge" and has by Letter of Acceptance dated _____ accepted a bid submitted by the JOB-WORKER for the execution & completion of such works.

Now THIS AGREEMENT WITNESSETH as follows:

1. In this agreement, words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents in conjunction with Addendum/ Corrigendum to Tender Documents shall be deemed to form and be read and construed as part of the agreement viz:
 - a) This Form of Agreement.
 - b) The Letter of Acceptance.
 - c) The Price Bid (Cover 2).
 - d) The Technical Specifications.(Cover 1)
 - e) The Special Conditions of Contract (Cover 1)
 - f) The General Conditions of Contract (Cover 1)
 - g) The Instructions to Bidders (Cover 1)
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies, shall take precedence in the order set out above.
4. In consideration of the payment to be made by the Owner to the Job-Worker as hereinafter mentioned, the Job-Worker hereby covenants with the Owner to execute, complete and maintain the works in conformity in all respects within the provisions of the contract.
5. The Owner thereby covenants to pay to the Job-Worker in consideration of the execution, completion of the works at contract price at the time and in the manner prescribed by the contract.
6. The several parts of the agreement has been read and fully understood.

JOB-WORKER

SENIOR MANAGER (MECH.)

In WITNESS whereof the parties hereto have caused their respective common seals to be hereinto affixed (or have herewith set their respective hands and seals) the day and year first above written.

SIGNED, SEALED AND DELIVERED BY

For and on behalf of

OWNER

Signature

Name

Designation

Witness

1. Signature

 Name

 Address

2. Signature

 Name

 Address

For and on behalf of

JOB-WORKER

Signature

Name

Designation

Signature

Name

Address

Signature

Name

Address

JOB-WORKER

SENIOR MANAGER (MECH.)

FORMAT FOR POWER OF ATTORNEY TO AUTHORISED SIGNATORY**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 firm/company who is issuing the Power of Attorney).

We, M/s _____ (name of the firm/company with address of the registered office) hereby constitute, appoint and authorize Mr / Ms _____ (name and residential address) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf all or any of the acts, deeds or things necessary or incidental to our bid for the work, "Repair. Overhauling, replacement by supply, fabrication, transportation, erection with painting and testing of 10 (Ten) Nos, spillway radial gates of size 12.190 mtr x 12.190 mtr with hoisting arrangements and repair to cracks & nose portion of the piers of spillway of Balimela Dam (Joint) Project" including signing and submission of applicable proposals, participating in the meetings, responding to queries, submission of information / documents and generally to represent us in all the dealings with OCCL or any other Government/Agency or any person, in connection with the works until culmination of the process of bidding till the Contract Agreement is entered into with OCCL and thereafter till the expiry of the Contract Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

(Add in the case of a Consortium/Joint Venture)

Our firm is a Member / Lead Member of the Consortium of _____ , _____ and _____.

Dated this the Day of _____

(Signature and name of authorized signatory)

(Signature and name in block letters of all the remaining partners of the firm, Signatory for the Company)

Signature of the Power of Attorney Holder

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

JOB-WORKER

SENIOR MANAGER (MECH.)

BANK GUARANTEE TOWARDS BID SECURITY

[Bid Identification No. _____]

Whereas (Name of Bidder)
 (Hereinafter called the "bidder") has submitted their offer dated for the work of
 (hereinafter called the "Bid") against the employer's Bid
 Identification No. KNOW ALL MEN by these presents that WE
 of
 (Name of Bank) having our registered office at
 are bound unto Managing Director, OCCL, (on behalf of
 OCC Ltd.) (hereinafter called the "employer") unconditionally & irrevocably for the sum of /
 (Rupees.....) for which payment will and
 truly to be made to the said employer, the Bank binds itself, its successors and assigns by the presents.

Sealed with the

Common Seal of the said Bank this day of20

THE CONDITIONS OF THIS OBLIGATION ARE:

(1) If the Bidder withdraws or amends, impairs or derogates from the bid in any respect within the period of validity of this bid.

(2) If the Bidder having been notified of the acceptance of his Bid by the employer during the period of its validity in accordance with Instruction to Bidders of the Bid document.

a) If the Bidder fails to furnish the initial Security Deposit for the due performance of the contract.

b) Fails or refuses to accept/execute the contract.

WE undertake to pay the employer up to the above amount upon receipt of its first written demand, without the employer having to substantiate its demand, provided that in its demand the employer will note that the amount claimed by it, is due to it, owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 60 days after the period of tender validity as specified in DNIT and any demand in respect thereof should reach the Bank not later than the above date.

We (Name of Bank) hereby also undertake to have the signature of Branch Manager issuing Bank Guarantee verified from Local Branch of the Bank in Bhubaneswar, (address of Local Branch Bhubaneswar, Odisha) for due authentication.

Our..... branch at Bhubaneswar (Name & Address of the
 branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if it is served upon us by the employer at our Bhubaneswar Branch, a written claim or demand and received by us at our Bhubaneswar branch on or before Dt. otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....
 (Signature of the authorized officer of the Bank)

.....
 Name and designation of the officer

.....

SECTION-III

SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT

Where the provisions of the Special Terms and Conditions are at variance with General Conditions of Contract, the provisions of Special Conditions shall prevail.

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

ARTICLE 1 – JOB-WORKER'S OBLIGATIONS

1.1 Scope of Work

- i) The Job-Worker shall supply consumables items like D/A gas &, Oxygen gas required for execution of work at site.
 2. ii) The Job-Worker will supply all required, machinery/equipments like suitable capacity of Crane, Hydra, Power Winch, compressor, Magnetic drilling machine, welding machine, Demolition hammer, Angle Grinder, Chain pulley blocks, Air blower machine for sand blasting, spray Machine for painting, tools & tackles like grinding wheel, welding cables with holder, welding screens, power cable, gas cutting sets, DA & Oxygen regulators, wire rope slings, D/E Shackles, painting accessories, hand gloves etc. for material handling and disposal with required machinery, vehicle & manpower along with materials for Civil works required to complete the work.
 - iii) Experience & qualified manpower having proper skill required for unloading, loading, cutting & shifting of fabricated and scrap materials, erection & positioning of fabricated/assembled structures, fitting of rubber seals, painting etc. and suitable technical supervisor required for the work.
 - iv) All required structures have to be sand blasted & cleaned before painting.
 - v) Rubber seals have to be fitted after erection and painting of Gates.
 - vi) No accommodation will be provided by OCC Ltd. The Job-worker has to arrange his own accommodation for the work.
 - vii) All safety measures must to be taken during execution of work and safety equipments / materials/ scaffoldings required for the work shall to be arranged by the Job-worker.
 - viii) The Job-Worker shall arrange water / hutments for his workmen at site along with sufficient watch and ward for the materials/ machinery of OCCL & it's own.
 - ix) Loading, unloading, re-handling & shifting of fabricated/assembled structures/components & scrap materials transported from Workshop required for the work at site shall be responsibility of the Job-Worker.
 - x) The proper lubrication of Gate & hoist components & equipments required for the work is the responsibility of the job-worker. All bearing housing of plummer blocks have to be dismantled before application of grease.
 - xii) Electricity at one point shall be made available by OCCL., however further requirement shall be arranged by the Job-worker.
 - xiii) Any other unforeseen items / requirements at site of work shall be supplied by the Job-worker.
- 1.2 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 work as per bill of quantities, as per direction of Engineer-in-Charge or his authorized representative.

1.3 **Contract Performance**

- 1.3.1 Job-Worker shall be responsible for the total PERFORMANCE for satisfactory functioning of the system, considering the design parameters given in the scope and technical specifications of the tender documents.
- 1.3.2 It is well understood that all the standards, recommendations, specifications, regulations and codes effective at the date of submission of BID shall be followed and taken into account.
- 1.3.3 The Job-Worker shall arrange all equipment, materials and manpower required for successful completion of the contract within the prices stipulated in the financial bid, and also within the stipulated time.

ARTICLE 2 - OWNER'S OBLIGATIONS AND RESPONSIBILITIES

- 2.1 OCCL shall be responsible for following activities:
- a) 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 as per direction of Engineer-in-Charge.
 - b) OCCL shall supply all fabricated items / components, bought out materials like rubber seal, fasteners, socketed wire ropes, turn buckles, bronze bush for guide roller etc. as per approved drawings and specifications required for the job at site of work.
 - c) OCCL. shall supply truck, trailer for shifting of scrap, damaged materials to client's scrap yard.
 - d) OCCL. shall supply consumables like welding electrodes, primers, paints & thinners required for the work.
 - e) OCCL. shall supply grease, cardium compound, gear oil etc. for proper lubrication of components/equipments required for the work.
 - f) OCCL. shall provide electric power at one point. In case of failure of electricity, OCCL. shall provide DG set with POL & operator near work place.

ARTICLES 3- ACCESS TO SITE

- 3.1 The OWNER shall not be responsible for providing additional roads, tracks, strengthening of bridges etc. for safe and successful completion and commissioning of the project. The Job-Worker shall use the existing road system as per the Law, Rules and Regulations of the Government in force, seeking permissions as necessary.

ARTICLE 4 – EMPLOYER'S RISK

- 4.1 Owner is responsible for the expected risks which are:
- a. Rebellion, riot commotion or disorder unless solely restricted to employees of the Job-Worker/Contractor or his Sub-contractors arising from the conduct of the Works,
 - b. a cause due solely to the design of the Works, other than the Job-Worker's design
 - c. any operation of the forces of nature (in so far as it occurs on the Site) which an experienced Job-Worker/contractor could not have reasonably foreseen, could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures.
 - d. prevent loss or damage to physical property from occurring by taking appropriate measures or insure against such loss or damage

ARTICLE 5 – JOB-WORKER'S RISK

All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the expected risks are the responsibility of the Job-Worker.

JOB-WORKER

SENIOR MANAGER (MECH.)

ARTICLE 6 – QUALITY CONTROL

Identifying defects

Owner/ their representative shall check the Job-Worker's work and notify the Job-Worker of any Defects that are found. Such checking shall not affect the Job-Worker's responsibilities. Owner may instruct the Job-Worker to search for a Defect and to uncover and test any work that Owner considers may have a Defect.

Correction of defects

During the Construction/Erection Period, the Owner/ representative of Owner shall inspect the Works as required and make a report of such inspection (the "Inspection Report") stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Drawings and Specifications. It shall send a copy of the Inspection Report to Owner and the Job-Worker within 7 (Seven) days of such inspection and upon receipt thereof, the Job-Worker shall rectify and remedy the defects or deficiency, if any, stated in the Inspection Report. Such inspection or submission of Inspection Report shall not relieve or absolve the Job-Worker of its obligations and liabilities hereunder in any manner whatsoever.

Every time an Inspection Report is given, the Job-Worker shall correct the reported defect within the length of time specified by Owner.

Uncorrected defects

In the event that the Job-Worker fails to repair or rectify any defect set forth in the Inspection Report within the period specified therein, it shall be deemed to be in breach of this Contract and Owner shall be entitled to recover liquidated damages, to be calculated and paid for each day of delay until the breach is cured as estimated by the Owner. Recovery of such liquidated damages shall be without prejudice to the rights of OCCL under this Contract.

If the Job-Worker has not corrected a Defect within the time specified in Owner's notice, Owner will assess the cost of having the Defect corrected, and recover the same as a deduction from any other monies due to the Job-Worker.

SECTION-IV

GENERAL TERMS & CONDITIONS

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, Jeypore, Koraput (Odisha) or their authorized person.”
- (iii) **“JOB-WORKER/SUCCESSFUL BIDDER”** means the enlisted person / firm / organization having men, machineries, materials etc. to execute the work satisfactorily as per scope indicated here in within stipulated period.
- (iv) **“CLIENT”** means the State Govt. or Central Govt. organization or any individual from whom “OCCL” has received the work for execution.

2. AGREEMENT

The “Job-Worker / the successful bidder” shall enter into an agreement with the “Engineer-in-Charge” in the format on requisite value of stamp paper prescribed for the purpose by the “Corporation” within a stipulated period to be specified by the “Engineer-in-Charge” failing which the work may be awarded in favour of some other agency at the discretion of the “Corporation” and the Job-Worker will be suspended from being eligible for bidding / award of all future contract(s) of OCCL /Govt. of Odisha for a period of three years from the date of committing such breach.

3. RATE

The rate quoted by the Job-Worker is to be indicated in Rupees 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 or till completion of work, whichever is later.

The quoted price shall be inclusive of

All taxes such as income tax, labour cess, fees, royalties payable under the local rule excluding GST (Goods and Service Tax).

No extra payment shall be considered on what so ever ground except reimbursement of GST at the prevailing rate.

4. PAYMENT TERMS

- i) Payment shall be made as per drawings and as per actual measurements of quantities during execution of work as per direction of the Engineer – in-charge.
- (ii) 90(Ninety)% payment shall be made only after completion of work at site against submission of bills by the “Job-worker” and verification by the “Engineer-in-Charge” & balance 10 (Ten)% payment shall be made after 60 (sixty) days of satisfactory performance of work after inspection by the Engineer-in-Charge & satisfaction of the client.

- (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 and accepted by the Engineer-in-Charge & client. The "Job-Worker" cannot raise any dispute over the measurements allowed by the "Engineer-in-Charge" for the purpose of payment. The payment will be made to the Job-worker either in R/A Bills or Final bill for those items which are completed as per Price Schedule
- (v) The "Job-Worker" will bear the full cost of rectification or replacement of works required as per direction of "Client" or "Engineer-in-Charge".
- (v) 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. 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 7 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 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". The ISD will be released after completion of the work and settlement of the final bill of the Job-Worker.

6 SECURITY DEPOSIT (SD)

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 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. This Deposit / Retention amount may be withdrawn against submission of equivalent amount of Bank Guarantee issued by a secured Nationalized / Scheduled 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 the "Corporation" from the bills of , which will be retained by the "Corporation".

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

JOB-WORKER

SENIOR MANAGER (MECH.)

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

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

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

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

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

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/ 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".

13. **ELECTRICITY**

Arrangement of power for execution of work is the responsibility of the Job-worker. Electricity, Power cables and accessories will be arranged by the Job worker from the available nearest point / Transformer provided by OCCL. required for completion of the work. In case of failure of electricity OCCL. shall arrange power supply from DG set at one point provided by OCCL to complete the work.

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

The work shall be carried with due diligence and in a workmanship like manner in accordance with relevant Bureau of Indian Standards specifications on the basis of latest approved drawings and technical specifications supplied by "Corporation" in absence of which as per the direction of "Engineer-in-Charge".

The technical specifications in the relevant agreement between the "Corporation" & owner and approved drawings & technical specifications issued by the owner & "Corporation" shall be the basis for execution of work under the agreement. In the absence of approved drawings and technical specifications, the direction of the "Engineer-in-Charge" shall be final and binding on the "Job-worker".

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

15. **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. **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.

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 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.

22. MINIMUM WAGE ACT

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

23. NON-PAYMENT OF DUES OF LABOURERS

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

24. 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".

25. WORKMEN INSURANCE

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

26. IDLE LABOUR

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

27. WORKING IN SHIFTS

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

28. CLAIMS AND LIABILITIES

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

29. 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.

30. 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.

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 sufficient watch and ward for safety of the site of work, constructed structures, machinery, vehicles, equipments, tools, tackles, consumables, steel materials etc. of the "Corporation" and of his own at his own cost. Any loss or damage to the corporation properties at the site of work will be recovered from the job-worker. The Job-worker must furnish a record of men engaged for watch & ward to the Engineer-in-charge at site for proper supervision

33. AUTHORISED PERSON

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

34. BREACH OF CONTRACT

The performance security is liable to be forfeited in the event of breach of contract and the agreement shall be terminated. The dues of the "Corporation" including due of labourers/workmen and other statutory payable liabilities payable by the "Corporation" as principal employer shall be cleared by the "Job-Worker". The decision of the "Engineer-in-Charge" in this regard shall be final and binding on the "Job-Worker". The amount remaining as outstanding against the "Job-Worker" after adjustment of his dues shall be payable by him to "OCCL". If necessary, legal action may be taken for recovery of the dues of the "Corporation" including labour and statutory dues to be cleared by the "Corporation" as principal employer and "OCCL" reserves the right to recover the payable amount from the "Job-Worker" from works done by his under any other organization or from his properties.

35. TERMINATION OF CONTRACT

The "Engineer-in-Charge" may put an end to the agreement at his option at any time due to (a) Bad workmanship (b) 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 ex-party measurements, if the "Job-Worker" does not co-operate in taking final measurements after termination of contract.

36. RESPONSIBILITY OF JOB-WORKER

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

37. PROGRESS OF WORK AND PENALTY

The “Job-Worker” will achieve the desired progress as per programme.. If the “Job-Worker” fails to achieve the contracted quantity 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)	Above 10 (Ten)% and up to 20(Twenty)%	2(Two)% of value of defaulted quantity
(iii)	Above 20(Twenty)% and up to 30(Thirty)%	5(Five)% of value of defaulted quantity
(iv)	Above 30(Thirty)%	To be asked to demobilize with penalty equivalent to 10(Ten)% of value of defaulted quantity. The “Engineer-in-Charge” will off-load the work and get the work done through any other agency or of its own at the risk and cost of the “Job-Worker”. No claim will be allowed to the “Job-Worker” in this regard.

38. REJECTION DUE TO BAD WORKMANSHIP

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

39. QUALITY ASSURANCE AND QUALITY CONTROL

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

40. SITE VISIT

The “Job-Worker”, interested to participate in the tender, should visit the site of work and get himself acquainted with site conditions and tendered work before submitting the bid.

41. SPLITTING UP OF 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 actual

42. TESTING OF SKILLED/SEMI-SKILLED WORKMEN

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

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 tender/bid call or all tender/bid calls without assigning any reason thereof. The items can be splitted among two or more

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bidders at any stage. The offer of any bidder or all may be cancelled without assigning any reason thereof. The requirement shown in any tender call notice are only indicative and may vary.

45. 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.

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. AUTHORISED PERSON

The "Job-Worker" may in writing authorize 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 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.

48. FORCE MAJEURE:

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

49. SAFETY CODE

1. Suitable scaffolds should be provided for workmen for all works that cannot safely done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal and 1 vertical).
2. Scaffolding of staging more than 3.6 m (12 ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and other secured at least 90 cm (3 ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends there of with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12 ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3 ft.).
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30 ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11 1/2") for ladder upto and including 3 m. (10 ft.) in length. For longer ladders this width should be increased at least 1/4" for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Job-Worker shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of very suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceeding to any such person or which may with the consent of the Job-Worker be paid to compensate any claim by any such person.
6. Ladder shall extend from bottom of the trench to at least 90 cm (3 ft) above the surface of the ground. The sides of the trenches which are 1.5 m (5 ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m (5 ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
7. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use and the Job-Worker should take adequate steps to ensure proper use of equipment by those concerned. The following safety equipment shall invariably provide:
 - i) Those engaged in welding works shall be provided with welder's protective eye shields.
 - ii) Concrete breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - iii) The Job-Worker shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precaution should be taken:-
 - a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
 - b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scraped.
 - c) Overalls shall be supplied by the Job-Workers to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.

8. An additional clause (viii) (i) of Central Public Works Department Safety Code (iv) the Job-Worker shall not employ women and men below the age of 18 yrs. On the work of painting with product containing lead in any form. Wherever men above the age of 18

years are employed on the work of lead painting, the following principles must be observed for such use:

- i) White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.
- ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of paint in the form of spray.
- iii) Measures shall be taken, wherever predictable, to prevent danger arising out of from the dust caused by dry rubbing down and scraping.
- iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
- v) Overall shall be worn by working painters during the whole of working period.
- vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
- vii) Case of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of OWNER
- viii) OWNER may require, when necessary medical examination of workers.
- ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.

9. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:-

- i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order. b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength, and free from patent defects.
- ii) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
- iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall plainly marked with the safe working load.
In case of hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- iv) In case of departmental machines, the safe working load shall be notified by the Engineer-in-Charge. As regard Job-Workers machine the Job-Workers shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Engineer concerned.

10. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum of the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

11. All scaffolds, ladders and other safety devices mentioned on described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near place of work.
12. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the Job-Worker.
13. To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the Job-Worker shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.
14. Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the Job-Worker from the operations of any other Act or Rule in force in the Republic of India.

50 . MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS EMPLOYED BY ITS JOB-WORKERS

Model Rules for the protection of Health and Sanitary arrangements for workers employed by Central PWD/State PWD or its Job-Worker's and CPWD/State PWD Job-Worker's Labour Regulations with re-enactment and modification shall mutatis-mutandis apply to the OWNER with adoption that :

- a) Any difference to the aforesaid Rules and Regulations shall be deemed to be a reference to the Regulations of OWNER.
- b) Any reference to the CPWD/State PWD shall be deemed to be a reference to the OWNER.

1. APPLICATION

These Rules shall apply to all buildings and constructions works in charge of **OWNER** in which twenty (20) more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.

2. FIRST-AID FACILITIES

- i) At every work place there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.
- ii) The first-aid box shall be distinctly marked with a red cross on white background and shall contain the following equipment:-
 - a) For work places in which the contract labour employed does not exceed 50 -
Each first aid box shall contain the following equipment:-
 - 6 small sterilized dressings.
 - 4 medium size sterilized dressings
 - 3 large size sterilized dressings.
 - 3 large sterilized burn dressings
 - 1 (30 ml) bottle containing a two per cent alcoholic solution of iodine.
 - 1 (30 ml) bottle containing salvolatile having the dose and mode of administration indicated on the label.
 - 1 snake-bite lancet1 (30 gms) bottle of potassium permanganate crystals.
 - 1 pair scissors.
 - 1 copy of the first-aid leaflet issued by the Director General,
 - Factor Advise Service and Labour Institutes, Government of India.
 - 1 bottle containing 100 tablets (each of 5 gms) of aspirin.
 - Ointment for burns.
 - A bottle of suitable surgical antiseptic solution.
 - b) For work places in which the contract labour exceed 50. Each first aid box shall contain the following equipments:-
 1. 12 small sterilized dressings.

2. 6 medium size sterilized dressings.
 3. 6 large size sterilized dressings.
 4. 6 large size sterilized burn dressings.
 5. 6 (15 gms) packets sterilized cotton wool.
 6. 1 (60 ml) bottle containing a two per cent alcoholic solution of iodine.
 7. 1 (60 ml) bottle containing salvolatile having the does and mode of administration indicated on the label.
 8. 1 rolls of adhesive plaster.
 9. 1 snake-bite lancet.
 10. 1 (30 gms) bottle of potassium permanganate crystals.
 11. 1 pair scissors.
 12. 1 copy of the first-aid leaflet issued by the Director General, Factor Advise Service and Labour Institutes, Government of India.
 13. 1 bottle containing 100 tablets (each of 5 Gms) of aspirin.
 14. Ointment for burns.
 15. A bottle of suitable surgical antiseptic solution.
- iii) Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.
 - iv) Nothing except the prescribed contents shall be kept in the First-aid box.
 - v) The First-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
 - vi) A person in charge of the First-aid box shall be a person trained in First-aid treatment, in the work places where the number of contract labour employed is 150 or more.
 - vii) When work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or persons suddenly taken ill to the nearest hospital.

3. DRINKING WATER

- i) In every work place there shall be provided and maintained suitable places easily accessible to labour, a sufficient supply of cold water fit for drinking.
- ii) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
- iii) Every water supply or storage shall be at a distance of not less than 50 ft. from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and water proof.
- iv) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

4. WASHING FACILITIES

- i) In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.
- ii) Separate and adequate cleaning facilities shall be provided for the use of male and female workers.
Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

5. PROVISION OF SHELTER DURING REST

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At every place there shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 meters (10 ft.) from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sq.m. (6 sq.ft.) per head.

Provided that the Engineer-in-Charge may permit subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

6. **CRECHES**

- i) At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under at the age of 6 years. One room shall be used as a play-room for the children and other as their bedroom. The rooms shall be constructed with specification as per clause 19H (ii) a, b & c.
- ii) The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provisions of sweepers to keep the place clean.
- iii) The Job-Worker shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bedroom.
- iv) The Job-Worker shall provide one ayah to look after the children in the creche when the number of women workers does not exceed 50 and two when the number of women workers exceeds 50.
- v) The use of the rooms earmarked as creches shall be restricted to children, their attendants and mothers of the children.

7. **ANTI-MALARIAL PRECAUTIONS**

The Job-Worker shall at his own expense, conform to all anti-malarial instructions given to him by the Engineer-in-Charge including the filling up of any borrow pits which may have been dug by him.

- 8 The above rules shall be incorporated in the contracts and in notices inviting tenders and shall form an integral part of the contracts.

9 **AMENDMENTS**

Government may, from time to time, add to or amend these rules and issue directions - it may consider necessary for the purpose of removing any difficulty which may arise in the administration thereof.

51. **JOB-WORKER'S LABOUR REGULATIONS**

1. **SHORT TITLE**

These regulations may be called the **OWNER** Job-Workers Labour Regulations.

2. **DEFINITIONS**

- i) **Workman means** any person employed by **OWNER** or its Job-Worker directly or indirectly through a sub Job-Worker with or without the knowledge of **OWNER** to do any skilled, semiskilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person :-
 - a) Who is employed mainly in a managerial or administrative capacity: or
 - b) **Who** being employed in a supervisory capacity draws wages exceeding five hundred rupees per mensem or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature : or
 - c) **Who** is an out worker that it to say, person to whom any article or materials are given out by or on behalf of the principal employers to be made up cleaned, washed, altered, ornamental finished, repaired adopted or otherwise processed for sale for the purpose of

the trade or business of the principal employers and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the control and management of the principal employer.

- ii) **Fair Wages** means wages whether for time or piece work fixed and notified under the provisions of the Minimum Wages Act from time to time.
 - iii) **Job-Workers** shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work and includes a sub-Job-Worker.
 - iv) **Wages** shall have the same meaning as defined in the Payment of Wages Act.
- 3.
- i) Normally working hours of an adult employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.
 - ii) When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week, he shall be paid over time for the extra hours put in by him at double the ordinary rate of wages.
 - iii)a) Every worker shall be given a weekly holiday normally on a Sunday in accordance with the provisions of the Minimum Wages (Central) Rules 1960 as amended from time to time irrespective of whether such worker is governed by the Minimum Wages Act or not.
 - b) Where the minimum wages prescribed by the Government under the Minimum Wages Act are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same Job-Worker for a continuous period of not less than 6 days.
 - c) Where a Job-Worker is permitted by the Engineer-in-Chief to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one of the five days immediately before or after the normal weekly holiday and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.

4. **DISPLAY OF NOTICE REGARDING WAGES ETC.**

The Job-Worker shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clear and legible condition in conspicuous places on the work, notices in English and in the local Indian languages spoken by the majority of the workers giving the minimum rates of wages fixed under the Minimum Wages Act, the actual wages being paid, the hours of work for which such wage are earned, wages period, dates of payments of wages and other relevant information as per Appendix 'III'.

5 **PAYMENT OF WAGES**

- i) The Job-Worker shall fix wages periods in respect of which wages shall be payable.
- ii) No wage period shall exceed one month.
- iii) The wages of every person employed as contract labour in an establishment or by a Job-Worker where less than one thousand such persons are employed shall be paid before their expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- iv) Where the employment of any worker is terminated by or on behalf of the Job-Worker the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- v) All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed

before the expiry of the wage period, final payment shall be made from within 48 hours of the last working day.

- vi) Wages due to every worker shall be paid to him direct or to other person authorised by him on his behalf.
- vii) All wages shall be paid in current coin or currency or in both.
- viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the Job-Worker to the Engineer-in-Chief under acknowledgment. It shall be the duty of the Job-Worker to ensure the disbursement of wages in the presence of any other authorized representative of the Engineer-in-Charge who will be required to be present at the place and time of disbursement of wages by the Job-Worker to workmen.
- x) The Job-Worker shall obtain from any authorized representative of the Engineer-in-Chief as the case may be, a certificate under his signature at the end of the entries in the register of Wages" or the "Wage-cum-Muster Roll" as the case may be in the following form :

"Certified that the amount shown in column No has been paid to the workman concerned in my presence on at

6. **LABOUR RECORDS**

- (i) **Register of accident - The** Job-Worker shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:
 - (a) Full particulars of the labourers who met with accident,
 - (b) Rate of wages,
 - (c) Sex,
 - (d) Age,
 - (e) Nature of accident and cause of accident,
 - (f) Time and date of accident,
 - (g) Date and time when admitted in Hospital,
 - (i) Period of treatment and result of treatment,
 - (j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
 - (k) Claim required to be paid under Workmen's Compensation Act,
 - (l) Date of payment of compensation,
 - (m) Amount paid with details of the person to whom the same was paid.
 - (n) Authority by whom the compensation was assessed, and
 - (o) Remarks.
- (ii) The Job-Worker shall maintain a **Register of Overtime** in Form XXIII of the CL (R&A) rules 1971 (Appendix-IV).

7. **PRESERVATION OF LABOUR RECORDS**

All records required to be maintained under Regulations Nos. 6 & 7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-Charge or Labour Officer or any other officers authorised by the Ministry of Urban Development in this behalf.

8. **POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY**

The Labour Officer or any person authorized by Central Government on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance

JOB-WORKER

SENIOR MANAGER (MECH.)

of Fair Wage Clauses and the Provisions of these Regulations. He shall investigate into any complaint regarding the default made by the Job-Worker or subJob-Worker in regard to such provision.

9. REPORT OF LABOUR OFFICER

The Labour Officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to the **OWNER** indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the Job-Worker's bill be made and the wages and other dues be paid to the labourers concerned. In case an appeal is made by the Job-Worker under Clause 12 of these regulations, actual payment to labourers will be made by the **OWNER** after given his decision on such appeal.

- (i) The **OWNER** shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer.

10. APPEAL AGAINST THE DECISION OF LABOUR OFFICER

Any person aggrieved by the decision and recommendations of the Labour Officer or other person so authorised may appeal against such decision to the **OWNER within** 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the **OWNER** but subject to such appeal, the decision of the officer shall be final and binding upon the Job-Worker.

11. INSPECTION OF BOOKS AND SLIPS

The Job-Worker shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorised by the Government on his behalf.

12. SUBMISSIONS OF RETURNS

The Job-Worker shall submit periodical returns as may be specified from time to time.

13. AMENDMENTS

The Central Government may from time to time add to or amend the regulations and on any question as to the application/interpretation or effect of those regulations the decision of the **OWNER** shall be final.

52. 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 Orissa 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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Appendix -I**REGISTER OF MATERNITY BENEFITS**

(Clause 19F of the Condition of Contract)

Name and Address of the Job-Worker(s) _____

Name and location of the work: _____

Name of the Employee	Father's / Husband's Name	Nature of Employment	Period of Actual Appointment	Date on which notice of confinement given
1	2	3	4	5

Date on which Maternity Leave Commenced and Ended

Date of Miscarriage	In Case of Delivery		In case of Miscarriage	
	Commenced	Ended	Commenced	Ended
6	7	8	9	10

Leave pay paid to Employee

In case of Delivery		In case of Miscarriage		Remarks
Rate of Leave Pay	Amount Paid	Rate of Leave Pay	Amount Paid	Remarks
11	12	13	14	15

Appendix -II

**SPECIMEN FORM OF THE REGISTER REGARDING
MATERNITY BENEFIT ADMISSIBLE TO THE JOB-
WORKER'S LABOUR**

Name of the work			Name of the Job-Worker	
1	Name of the woman and her husband's name			
2	Designation			
3	Date of appointment			
4	Date with months & years in which she is employed			
5	Date of discharge/dismissal if any			
6	Date of production of certificates in respect of pregnancy			
7	Date on which the woman informs about the expected delivery			
8	Date of delivery/miscarriage/death			
9	Date of production of certificate in respect of delivery/miscarriage			
10	Date with the amount of Maternity/death benefit paid in Advance of expected delivery.			
11	Date with the amount of subsequent payment of maternity benefit			
12	Name of the person nominated by the woman to receive the payment of the maternity benefit of after her death			
13	If the woman dies, the date of her death, the name of the person to whom maternity benefit amount was paid, the month thereof and the date of payment. Signature of the Job-Worker authenticating entries in the register.			
14	Remarks column for the use of Inspecting Officer.			

LABOUR BOARD

Name of Job-Worker	
Address of Job-Worker	
Name and address of Principal Employer	
Name of Labour Enforcement Officer	
Address of Labour Enforcement Officer	
Date	

Sl. No.	Category	Minimum Wage Fixed	Actual Paid	Wage	Number Present	Remarks

Weekly holiday	
Wage period	
Date of payment of wages	
Working hours	
Rest Interval	

Appendix –IV**REGISTER OF OVERTIME**

Name and Address of Job-Worker

Name and Address of establishment in/under
which contract is carried on

Nature and location of work

Name and address of Principal Employer

Sl. No.	Name of workman	Father's/Husband's name	Sex	Designation/nature of	Date on which	Total over time worked or production in case of piece rate	Normal rate of	Over time rate of wages	Over time of earnings	Rate on which overtime	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

JOB-WORKER

SENIOR MANAGER (MECH.)

SECTION-V
TECHNICAL SPECIFICATION

TECHNICAL SPECIFICATION

SALIENT FEATURES OF THE PROJECT

- 1) “Repair. Overhauling, replacement by supply, fabrication, transportation, erection with painting and testing of 10 (Ten) Nos, spillway radial gates of size 12.190 Mtr x 12.190 Mtr with hoisting arrangements and repair to cracks & nose portion of the piers of spillway of Balimela Dam (Joint) Project”

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

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

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

1. Gate size:- 12190 mm x 12190 mm

2. No of Gates:- 10 (Ten) Nos.

(Work involvement- (i) Repair/maintenance & replacement of gate components & Painting)

3. Rope Drum Hoist:- 10 (Ten) Nos.

(Work involvement- (i) Repair/maintenance & replacement of hoist components & Painting)

4. Repair & treatment to cracks & nose portions of piers of Spillway - 11 (Eleven) Nos.
(Civil Works - Cutting, cleaning, priming of cut grooves, filling the construction joint & plugging the leakage points etc.)

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