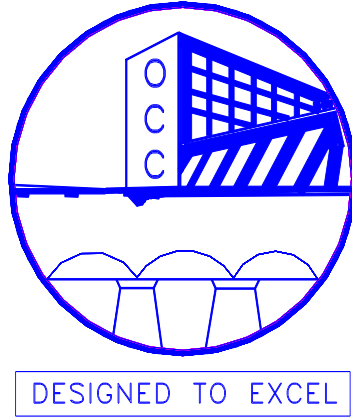


ODISHA CONSTRUCTION CORPORATION LTD.
(A GOVERNMENT OF ODISHA UNDERTAKING)
ANANDAPUR BARRAGE GATE ERECTION PROJECT,
SALAPADA, ANANDAPUR, KEONJHAR (ODISHA)



TENDER DOCUMENT

Tender Call Notice No. **OCC/ABGEP/ 06/18-19 dated 18.01.2019**

Name of work:

***“Erection of rail girders including laying of rails etc. in extra bays
(2 nos.) to be constructed on left & right bank of Anandapur
Barrage Gate Erection Project.”***

(This tender document contains 15 sheets including this cover page)

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

Senior Manager (Mech.),
ANANDAPUR BARRAGE GATE
ERECTION PROJECT

Particulars of tender document issue

**ODISHA CONSTRUCTION CORPORATION LTD.
(A GOVERNMENT OF ODISHA UNDERTAKING)
ANANDAPUR BARRAGE GATE ERECTION PROJECT,
SALAPADA, ANANDAPUR, KEONJHAR (ODISHA)**

Date of issue of tender document

Tender Call Notice No. OCC/ABGEP/06/18-19 dated **18.01.2019**

Issued in favour of:
(Full name & address)

Telephone No. – Land line:

Mobile:

Enlistment no. of Job-Worker:

Vide money receipt No. :

Dated:

Issued by
(Stamp and signature of issuing officer)

Cost of tender paper (Non-refundable) = ₹. 600/- + GST @ 12% ₹. 72/- = ₹. 672/-
(Rupees six hundred seventy-two) only by hand
₹. 600/- + GST @ 12% ₹. 72/- = ₹. 672/- + Postal charges ₹.
100/- = ₹. 772/- (Rupees seven hundred seventy-two) only
by Registered Post / Speed Post

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

Senior Manager (Mech.),
ANANDAPUR BARRAGE GATE
ERECTION PROJECT.

OFFICE OF THE SENIOR MANAGER (MECH.)
ODISHA CONSTRUCTION CORPORATION LIMITED
(A GOVT. OF ODISHA UNDERTAKING)
ANANDAPUR BARRAGE GATE ERECTION PROJECT,
SALAPADA, ANANDAPUR, KEONJHAR (ODISHA)

Tender Call Notice No. OCC/ABGEP/06/18-19 dated 18.01.2019

Name of work: “Erection of rail girders, including laying of rails etc. in the extra bays (2 nos.) to be constructed on left & right bank of Anandapur Barrage Gate Erection Project.”

1. On behalf of M/s Odisha Construction Corporation Ltd. (“OCCL”), the Senior Manager (Mech.), ANANDAPUR BARRAGE GATE ERECTION PROJECT, SALAPADA, ANANDAPUR, KEONJHAR invites sealed tenders from the enlisted job-workers of “OCCL” in M - III and above grade for the following work(s).

Sl. No.	Name of the work	Cost of document + GST @ 12% (in ₹.)	Period of completion.	Class of job-worker
1	<i>Erection of rail girders, including laying of rails etc. in the extra bays (2 nos.) to be constructed on left & right bank of Anandapur Barrage Gate Erection Project</i>	672/-	03 (Three) Calendar months	M – III and above

2. The Tender document may be purchased from the office of the Senior Manager (Mech.), Odisha Construction Corporation Ltd., ANANDAPUR BARRAGE GATE ERECTION PROJECT, SALAPADA, ANANDAPUR, KEONJHAR during office hours from **18.01.2019** to **01.02.2019** (up to **1.00 PM** of **01.02.2019**) on payment of non-refundable cost of tender document as indicated in the table above in shape of Cash / Demand Draft drawn on any Nationalized / Scheduled Bank payable at Anandapur only in favour of “Odisha Construction Corporation Ltd. - Project Account” interested tenderers may obtain further information, if any, from the undersigned.
3. The Tender must be accompanied with Earnest Money Deposit @ **1%** of total quoted value in shape of A/C payee Demand Draft drawn on any Nationalised / Scheduled Bank payable at *Anandapur* only in favour of. “Odisha Construction Corporation Ltd. - Project Account” and should be valid for **90** (Ninety) days from the date of opening of tenders.
4. The Tender document may also be downloaded from OCCL website www.odishaconstruction.com and submitted along with non-refundable cost of tender document amounting to ₹ **6,720/-** (Rupees six thousand seven hundred twenty) only inclusive of GST @ 12% in shape of Demand Draft drawn on any Nationalized / Scheduled Bank payable at Bhubaneswar only in favour of “Odisha Construction Corporation Ltd. - Project Account” may be deposited along with the tender. The authority shall not be responsible for missing of any page during downloading.
5. The tenders must be submitted to the Senior Manager (Mech.), Odisha Construction Corporation Ltd., ANANDAPUR BARRAGE GATE ERECTION PROJECT, SALAPADA,

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

Senior Manager (Mech.), ANANDAPUR BARRAGE GATE ERECTION PROJECT.

ANANDAPUR, KEONJHAR on or before **3.00 PM** on **01.02.2019** and will be opened on **01.02.2019** at **4.00 PM** in the presence of the tenderers, who may like to be present. If there will be a public holiday on the last date of sale of tender document and receipt & opening of the tenders as specified above, the tender document will be sold and tenders will be received & opened on the next working day at the same time and venue. The undersigned shall not be responsible for any kind of delay by postal authorities.

6. Intending tenderers are required to furnish the following along with their tenders.
 - (i) Earnest money deposit.
 - (ii) Copy of valid GST certificate.
 - (iii) Copy of valid labour license
 - (iv) Copy of valid registration certificate issued by Provident Fund Authority.
 - (v) Copy of valid ESI registration issued by competent authorities.
 - (vi) Copy of PAN card
 - (vii) Copy of document indicating residential address.
 - (viii) **Copies of documents on credentials and proofs in support of successful execution of similar nature of works of similar magnitude.**
 - (ix) Undertaking in prescribed format available in the tender document.
 - (x) Details of Earnest Money Deposit (EMD) in prescribed format available in the tender document.
 - (xi) Copy of valid enlistment certificate as job-worker issued by “OCCL”
 - (xii) Detailed planning of men, machinery and materials for executing the work tendered herein.
 - (xiii) Complete tender document duly filled-in and signed on each page by the tenderer or his/their power of attorney holder with date, full name, designation and official seal. In case of power of attorney holder the copy of such delegation is to be enclosed with the tender documents.
 - (xiv) Detailed list and copies of documents of machineries owned by the tenderer.
7. **The tenderer should furnish rate analysis for the work along with the tender.**
8. The intending tenderer is to quote rates in enclosed price schedule format only.
9. The successful tenderer shall have to execute the work as per scope of work, technical specifications & as per direction of Engineer-in-charge and terms & conditions of agreement.
10. Quantity may increase or decrease as per requirement during execution of work at site as per direction of Engineer-in-charge.
11. The authority reserves absolute right to accept or reject any or all tenders without assigning any reason thereof.
12. Any dispute arising out of this tender or order thereof is to be settled in proper court under the jurisdiction of Odisha High Court at Cuttack or courts under the jurisdiction of Odisha High Court at Bhubaneswar only.

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

**Senior Manager (Mech.),
ANANDAPUR BARRAGE GATE
ERECTION PROJECT.**

EMD and Document Deposit Particulars

DETAILS OF EARNEST MONEY DEPOSIT (EMD) AND DOCUMENTS SUBMITTED ALONG WITH TENDER

1. EMD amount ₹. _____ (Rupees _____)
only vide A/C Payee D.D. / B.C./ Pay Order No. _____
Dated _____ issued by _____
Bank, _____ Branch _____.
2. GST Registration Certificate
3. P.A.N. card
4. Names of relations in O.C.C. Ltd.
5. Money receipt No. _____ Dated _____ issued by
_____ for ₹. _____ (Rupees
_____) only in support of
purchase of tender schedule.
6. Any other documents.

Full signature of "Tenderer" with date and seal

Undertaking of Job-Worker

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

Senior Manager (Mech.),
ANANDAPUR BARRAGE GATE
ERECTION PROJECT.

I / We Sri

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

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

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

Full signature of "Tenderer" with date and seal.
Present address for correspondence

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

**Senior Manager (Mech.),
ANANDAPUR BARRAGE GATE
ERECTION PROJECT.**

SCOPE OF WORK

Name of the work: *“Erection of rail girders, including laying of rails etc. in the extra bays (2 nos.) to be constructed on left & right bank of Anandapur Barrage Gate Erection Project.”*

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

- (i) OCCL shall supply one crane of suitable capacity for erection of the trestles and hoist bridge girder.
- (ii) OCCL shall supply electricity at one point to the successful Job-worker.
- (iii) OCCL shall supply the fabricated materials required for the job.
- (iv) OCCL shall supply welding electrodes required for the work to the successful Job-worker.

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

- (A) The Job-Worker in whose favour the work shall be awarded shall arrange the following.
 - i) The Job-Worker will supply all required machinery/equipments, tools, tackles and consumables etc. including industrial gas as required for the work.
 - ii) The Job-Worker shall arrange all technical / non technical / skilled / semi skilled / unskilled workers required for the work.
 - iii) The Job-worker shall supply all scaffoldings required for the work at his own cost.
 - iv) All safety majors are to be taken during execution of work and safety equipments / materials required to the work and work personnel are to be arranged by the Job-worker.
 - v) The Job-worker shall arrange water / electricity / hutments for his workmen at site along with watch and ward of the materials.
 - vi) Electricity at one point shall be made available, however further requirements shall be arranged by the Job-worker.
- (B) Due to plying of public the duty hours as decided by the client shall be final and binding on the Job-worker.
- (C) Any other unforeseen items / requirements at site of work shall be supplied by the Job-worker.

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

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

**Senior Manager (Mech.),
ANANDAPUR BARRAGE GATE
ERECTION PROJECT.**

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

(i) **“CORPORATION”** means **“ODISHA CONSTRUCTION CORPORATION LTD. (“OCCL” in short)**” with registered office at Unit-8, Gopabandhunagar, Bhubaneswar – 751012 (Odisha) represented through its Managing Director or any other officer as designated by the “Corporation” from time to time.

(ii) **“ENGINEER-IN-CHARGE”** means the qualified engineer deployed by the “Corporation” at work site for the work including the Senior Manager (Mech.), Odisha Construction Corporation Ltd., ANANDAPUR BARRAGE GATE ERECTION PROJECT, SALAPADA, ANANDAPUR, KEONJHAR or their authorized person”

(iii) **“JOB-WORKER/SUCCESSFUL TENDERER”** means the enlisted person / firm / organization having men, machineries, materials etc. to execute the work satisfactorily as per scope indicated herein within stipulated period.

(iv) **“CLIENT”** means the State Govt. or Central Govt. organization or any individual from whom “OCCL” has received the work for execution.

2 AGREEMENT

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

3. RATE

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

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

4. PAYMENT TERMS

- i) Payment shall be made as per drawings and as per actual measurements of quantities during execution of work as per direction of the Engineer – in-charge.
- ii) 80(Eighty)% 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 20(Twenty)% payment shall be made after 60 (sixty) days of satisfactory performance of work after inspection by the committee.
- iii) No advance, price escalation and price adjustment shall be paid for the work. The rates shall remain firm through out the agreement period.
- iv) The payment to the “Job-Worker” shall be limited to the measurements taken. The “Job-Worker” can not raise any dispute over the measurements allowed by the “Engineer-in-Charge” for the purpose of payment.

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

**Senior Manager (Mech.),
ANANDAPUR BARRAGE GATE
ERECTION PROJECT.**

- v) The Job-worker will bear the full cost of rectification or replacement of works required as per direction of “Client” or “Engineer-in-Charge”.
- vi) Any penalty levied by “Client” on “OCCL” due to delay in work will be borne by the “Job-Worker” in full, if the “Job-Worker” is responsible for delay.

5. INITIAL SECURITY DEPOSIT (ISD)

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

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

6. SECURITY DEPOSIT (SD)

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

7. ADDITIONAL SECURITY DEPOSIT

The “Engineer-in-Charge” may, if he feels it necessary can deduct and withhold from the bill of the “Job-Worker” a sum not exceeding 10% and not less than 5% of the gross value of work done as additional security deposit for the rectification of defective and/or unsatisfactory work.

The additional Security Deposit shall be deducted in addition to normal security deposit. Such defects shall be rectified by the “Job-Worker” within such period as the “Engineer-in-Charge” may fix-up and if the “Job-Worker” fails to rectify the defects within the specified period, this shall be rectified by the “Engineer-in-Charge” at the cost and risk of the “Job-Worker”.

The expenses so incurred in the rectification of the defective works and/or unsatisfactory work done by the “Job-Worker” shall be recovered from the bills or any other dues of the “Job-Worker” or otherwise as per law. In this connection, the decision of the “Engineer-in-Charge” shall be final and binding on the “Job-Worker”. The additional security deposit shall be released in full, when the “Job-Worker” rectifies the defects in time at his cost.

8. WITH HELD AMOUNT FOR EPF AND ESI DUES

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

9. INCOME TAX:

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. GST applicable on purchased items and services rendered thereof shall be released as per norms.

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

**Senior Manager (Mech.),
ANANDAPUR BARRAGE GATE
ERECTION PROJECT.**

10 RECORD OF MATERIALS.

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 "OCCL" or market rate, whichever is higher.

11. SCRAP MATERIALS

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

12 ELECTRICITY

Electricity required for the work shall be arranged by the job-worker at his own cost.

13. MEASUREMENT OF WORK

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

14. INDIAN STANDARDS AND SPECIFICATIONS

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

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

15. PAYMENT TO WORKMEN

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

16 WORKMEN COMPENSATION

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

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

**Senior Manager (Mech.),
ANANDAPUR BARRAGE GATE
ERECTION PROJECT.**

17. INFORMATION OF WORKMEN

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

18. STATUTORY REQUIREMENTS

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

19. MINIMUM AGE OF WORKMEN

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

20. LABOUR LICENCE

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

21 MINIMUM WAGE ACT

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

22. NON-PAYMENT OF DUES OF LABOURERS

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

23. PROVIDENT FUND (PF)

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

24. EMPLOYEES STATE INSURANCE SCHEME (ESI)

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

25. WORKMEN INSURANCE

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

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

**Senior Manager (Mech.),
ANANDAPUR BARRAGE GATE
ERECTION PROJECT.**

26. HUTMENTS/TEMPORARY ACCOMMODATION

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

27 IDLE LABOUR

"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.

28. WORKING IN SHIFTS

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

29. CLAIMS AND LIABILITIES

All claims/liabilities etc. arising out of Explosives act and labour laws shall be borne by the "Job-Worker" and he shall keep the "Corporation" indemnified against them and also in case of injuries or death of labourer(s)

30. SAFETY

The "Job-Worker" should abide by the safety laws and rules of statutory bodies, "Corporation" and owner as per directions of "Engineer-in-Charge" and Safety Officers inspecting from time to time. All safety materials required for the workmen at site will be supplied by the job-worker at his cost.

31. WATCH AND WARD

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

32. AUTHORISED PERSON

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

33. SPLITTING UP OF WORK

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.

34. BREACH OF CONTRACT

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

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

**Senior Manager (Mech.),
ANANDAPUR BARRAGE GATE
ERECTION PROJECT.**

35. TERMINATION OF CONTRACT

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

36. RESPONSIBILITY OF JOB-WORKER

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

37. PROGRESS OF WORK AND PENALTY

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

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

38. REJECTION DUE TO BAD WORKMANSHIP

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

39. TESTING OF SKILLED/SEMI-SKILLED WORKMEN

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

40. QUALITY ASSURANCE AND QUALITY CONTROL

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

41. SITE VISIT

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

42. DEVIATION OF PROVISIONS IN AGREEMENT

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

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

Senior Manager (Mech.),
ANANDAPUR BARRAGE GATE
ERECTION PROJECT.

43. RIGHT OF THE “CORPORATION”

The “Corporation” reserves the right to cancel a particular Tender call or all Tender calls without assigning any reason thereof. The offer of any Tenderer or all may be cancelled without assigning any reason thereof. **The requirements shown in any Tender call notice are only indicative and may vary.**

44. 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.

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. FORCE MEASURE

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

47. JURISDICTION

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

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

**Senior Manager (Mech.),
ANANDAPUR BARRAGE GATE
ERECTION PROJECT.**

To be furnished in original

**OFFICE OF THE SENIOR MANAGER (MECH.)
ODISHA CONSTRUCTION CORPORATION LTD.
(A GOVT. OF ODISHA UNDERTAKING)
ANANDAPUR BARRAGE GATE ERECTION PROJECT,
SALAPADA, ANANDAPUR, KEONJHAR (ODISHA)**

Price schedule for the work: *“Erection of rail girders, including laying of rails etc. in the extra bays (2 nos.) to be constructed on left & right bank of Anandapur Barrage Gate Erection Project.”*

Sl. No.	Description of item	Unit	Quantity	Rate (in ₹.)	GST		Total Amount (in ₹.)
					Rate (in %)	Amount (in ₹.)	
1	2	3	4	5	6	7	8
1	Unloading of fabricated items girders, lifting beam, laying of rails etc. for the extra bays (2 nos.) to be constructed on the left & right bank of Anandapur Barrage Gate Erection Project including all labour, tools, tackles and consumables etc. as per direction of Engineer-in-charge and approved drawings.	M.T.	24 (approx.)				

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

**Senior Manager (Mech.),
ANANDAPUR BARRAGE GATE
ERECTION PROJECT.**

