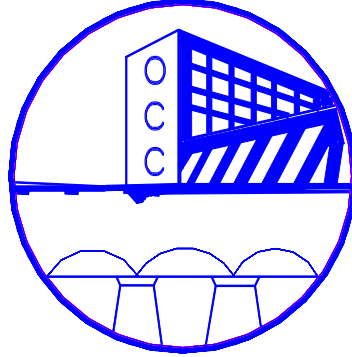


ODISHA CONSTRUCTION CORPORATION LIMITED  
(A GOVT. OF ODISHA UNDERTAKING)  
ANANDAPUR BARRAGE GATE ERECTION PROJECT  
SALAPADA, KEONJHAR (ODISHA)



DESIGNED TO EXCEL

**TENDER DOCUMENT**

**Tender Call Notice No. OCC/ABGEP/ 08 /18-19**

**Date.28.02.2019**

**Name of work:**

“Labour charges for assembly, alignment, erection of CR45 RAIL (52 kg/m crane rail) on upstream & downstream rail girders for 33 bays including double piers & fish pass pier etc. of Anandapur Barrage Gate Erection Project which includes leveling & alignment of rail with its supporting rail girders in complete shape as per approved drawings and instructions of Engineer-in-Charge”.

{This tender document contains 15 (Fifteen) 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  
Salapada, Keonjhar**

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

**Tender Call Notice No. OCC/ABGEP/ 08 /18-19**

**Date.28.02.2019**

On behalf of M/s. Odisha Construction Corporation Ltd. ("OCCL"), the Senior Manager (Mech.), Anandapur Barrage Gate Erection Project, Salpada, Keonjhar(Odisha) invites sealed tenders from the enlisted Job-workers of "OCCL" in M-I grade for the following work(s).

Sl. No.	Name of the Work	EMD	Cost of document + GST @12%	Period of Completion	Class of Job-worker
1	"Labour charges for assembly, alignment, erection of CR45 RAIL (52 kg/m crane rail) on upstream & downstream rail girders for 33 bays including double piers & fish pass pier etc. of Anandapur Barrage Gate Erection Project. Which includes leveling & alignment of rail with its supporting rail girders in complete shape as per approved drawings and instructions of Engineer-in-Charge".	1 % of tender value	₹.4480/-	03 (Three Month)	Only enlisted job-worker with OCCL in the <b>Grade M-I</b>

- The Tender document may be purchased from the Office of the Senior Manager (Mech.), Odisha Construction Corporation Ltd., Anandapur Barrage Gate Erection Project, Salpada, Keonjhar during the office hours from **28.02.2019 to 15.03.2019 (up to 1.00 PM of 15.03.2019)** 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 Limited- Project Account" interested tenderer may obtain further information, if any, from the undersigned.
- The tenders must be accompanied with Earnest Money Deposit (EMD) @ 1% of total quoted value excluding (GST, Packing and Forwarding & Transportation etc.) in shape of Account Payee Demand Draft drawn on any Nationalized / Scheduled Bank payable at Anandapur only in favour of M/s. "Odisha Construction Corporation Ltd-Project Account" and should be valid for 90days from the date of opening of tenders.  
Tenders received without EMD/insufficient EMD will be out rightly rejected and EMD of the unsuccessful tenders will be released only after finalization of the tender.
- The tender document may be downloaded from OCCL website [www.odishaconstruction.com](http://www.odishaconstruction.com) non-refundable cost of Tender document amounting to `4480/- (Rupees Four thousand Four hundred eighty) only inclusive of GST @12% in shape of Account Payee Demand Draft drawn on any Nationalized / Scheduled Bank payable at Anandapur only in favour of "Odisha Construction Corporation Limited- Project Account" may be deposited along with the tender. The authority shall not be responsible for missing of any page during downloading.
- The Tender documents must be submitted to Senior Manager (Mech.), Odisha Construction Corporation Ltd., Anandapur Barrage Gate Erection Project, Salpada, Dist Keonjhar **on or before 3.00 PM on 15.03.2019** and will be opened on **same day** at **4.00 PM** in the presence of the Tenderers, who may like to be present. If there will be public holiday on the last date of sale of tender document and receipt & opening of the tenders as specified above, the tender document will be sold and tenders will be received & opened on the next working day at the same time and venue. The undersigned shall not be responsible for any kind of delay by postal authorities.

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

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Senior Manager(Mech.),  
Anandapur Barrage Gate Erection  
Project, Salpada, Keonjhar

6. Intending tenderers are required to furnish the following along with their tenders.
- (i) Copy of GST Registration certificate
  - (ii) Copy of valid labour license.
  - (iii) Copy of valid registration certificate with Employees Provident Fund Authority.
  - (iv) Copy of valid ESI registration issued by competent authorities.
  - (v) Copy of PAN card
  - (vi) Copy of document indicating residential address
  - (vii) Copies of documents on credentials and proofs in support of successful execution of similar nature and magnitude earlier.
  - (viii) Undertaking in prescribed format available in the tender document.
  - (ix) Details of Earnest Money Deposit (EMD) in prescribed format available in the tender document.
  - (x) Copy of valid enlistment certificate as Job-worker issued by "OCCL".
  - (xi) Detailed planning of men, machinery and materials for executing the work tendered herein.
  - (xii) 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.
  - (xiii) The validity of the offer should be for a period of 120(one hundred twenty) days from the date of opening of the tender. OCCL may ask for extension of validity if required without any price rise.
  - (xiv) The tenderer should furnish detail rate analysis of the work enclosing price list of materials to be supplied with make & authorization of reputed manufacturers in support for the work along with tender
7. The authority reserves absolute right to accept or reject any or all tenders without assigning any reason thereof.
8. The intending bidder is to quote rates in enclosed blank space of the schedule format.
9. The successful bidder shall have to execute the work as per scope of work, relevant drawings, technical specifications, terms and conditions of agreement.
10. 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, Salapada, Keonjhar

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

Particulars of tender document issue

Date of issue of tender document .....

**Tender Call Notice No. OCC/ABGEP/ 08 /18-19**

**Date.28.02.2019**

Issued in favour of:  
(Full name & address)

Telephone No. – Land line :

Mobile :

Enlistment No. of Job-worker :

Vide money receipt No. :

Date:

Issued by  
(Stamp and signature of issuing officer)

Cost of tender paper  
(Non-refundable)

: Rs.4000 /- + GST @12% Rs.480/-= Rs.4480/-  
(Rupees four Thousand four Hundred eighty) only by hand /  
Rs. 4000 /-+ GST @12% Rs.480/-= Rs.4480/-  
& Postal/ Courier charges of Rs.150/-= Rs.4630/-  
(Rupees four Thousand six Hundred thirty) only by  
Registered Post /Speed Post / Courier

**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  
Salapada, Keonjhar**

## 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 Clearance 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.

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

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Senior Manager(Mech.),  
Anandapur Barrage Gate Erection  
Project, Salapada, Keonjhar

## Undertaking of Job-worker

I / We Shri

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

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

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

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

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Senior Manager(Mech.),  
Anandapur Barrage Gate Erection  
Project, Salapada, Keonjhar

# SCOPE OF WORK

## **A. Scope of OCCL shall be as under.**

OCCL only supervise the work .Electricity and welding M/C as and when required.

## **B. Scope of Job- Worker shall be as under.**

THE TOOLS & TACKLES, D.A. & OXYGEN gas with accessories and welding electrodes of ESAB MAKE or any reputed brand manufactures having 4mm Size of E6013 grade, LIFTING DEVICES like adequate capacity crane, are under the scope of JOBWORKER.

The deployment of crane for the above work is fully under the scope of Job-Worker.

1. The unloading of crane rails etc. at work site (on left bank or right bank or on both side of the barrage as require is sole responsibility of the job worker. The technique and process of unloading & erection of is also exclusive responsibility of the Job worker. Engagement of adequate crane or lifting strategy with required equipments etc. is also the responsibility of the Job worker for implementing the work.

2. Experience workmen, like Rigger, Fitter and Welder etc. must be engaged at work site. The Job-Worker should produce previous experience certificate of the workmen at the time of erection work.

3. The Job-Worker shall provide handling crew (supporting staff to the crane) at site for the crane to carry out any handling operation required for the erection work.

4. Scaffolding with materials if required for execution of the works shall be the sole responsibility of the job-worker as per direction of the Engineer –in-charge.

5. Safety kits like safety shoe, safety belt,& helmets and first aid facilities for the staffs and labors engaged by the job worker must be supplied by the Job-worker as per Industrial norms.

6. The agency shall also be responsible for watch and ward of the materials etc. during the period of work.

7. Any correction and rectification required arising out of the fault of the Job-Worker for the work done as well as required to the job as per direction of Engineer-in-charge during erection should be borne by the Job-Worker at his own cost & responsibility.

8. While aligning the crane rail necessary leveling of rail girder if required shall be the sole responsibility of the Job-worker and packing materials has to be supplied by the job – worker.

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

Signature of tenderer or his/their  
power of attorney holder with date, full  
name, designation and official seal //7//

Senior Manager(Mech.),  
Anandapur Barrage Gate Erection  
Project, Salapada, Keonjhar

## 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-751 012 (Odisha) represented through its Managing Director or any other officer as designated by the Corporation from time to time.
- (II) "ENGINEER-IN-CHARGE" means the qualified engineer deployed by the "Corporation" at work site for the work, including the Senior Manager(Mech.), OCCL Anandapur Barrage Gate Erection Project, At/Po. Salapada, Dist. Keonjhar (ODISHA).
- (III) "JOB-WORKER" means the enlisted person/firm/organization having men, machinery, materials etc. to execute the work satisfactorily as per scope indicated herein within stipulated period.
- (IV) "CLIENT" means the State Govt. or Central Govt. organization of 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 tenderer is to be indicated in Rupees basis 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 fixed for the entire period of execution.

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

### **4. PAYMENT TERMS**

- i) Payment shall be made on unit rate basis 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.
- iii) No advance, price escalation and price adjustment shall be paid for the work. The rates shall remain fixed throughout the agreement period.
- iv) The payment to the " Job-worker" shall be limited to the measurements taken. The "Job-worker" cannot raise any dispute over the measurements allowed by the "Engineer-in-charge" for the purpose of payment.
- v) The job-worker will bear the full cost of rectification or replacement of works required as per direction of "Client" or "Engineer-in-charge".  
Any penalty levied by "Client" on "OCCL" due to delay in work will be borne by 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 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 Tender 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".

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, Salapada, Keonjhar



## **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 noticed and materials 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 fixed 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,FPF AND ESI DUES**

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

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

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

## **10. 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. An unaccounted loss of 0.5% shall be allowed Balance has to be returned to the "Corporation". In case of non-return of the same, the cost as decided by the "Engineer-in-Charge" shall be recovered from the "Job-worker".

## **11. RECORD OF MATERIALS,**

The materials supplied by the Corporation will be received by the "Job-worker" from Corporation store on submission of indent by the Engineer-in-charge. Storage at site is the responsibility of the "Job-worker".

The "Job-worker" will keep an accurate record of Corporation materials and furnish consumption statement of such materials. The surplus materials if any are to be returned to 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 the market rate which is higher.

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

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, Salapada, Keonjhar

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

The plants machinery, equipments, tools, tackles; excess consumables etc. of the Corporation are to be returned by the "Job-worker" in working condition after completion of the work/termination of the contract by the Corporation. "Corporation" may hire plants, machinery, equipments, tools, and tackles etc. from the owner for use in work. The same are also to be returned by the "Job-worker" in acceptable working condition with original fittings after completion of the work/termination of the contract by Corporation.

Any damage to 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 balance consumables etc. of the Corporation, If any, shall be returned by the Job-worker in good condition at specified places as per direction of the Engineer-in-charge failing which the cost at 5(Five) time the market rate shall be deducted from the Job-worker.

**13. ELECTRICITY**

Electricity if required for execution of work shall be arranged by the Job-worker at his own cost.

**14. MEASUREMENT OF WORK**

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

**15. INDIAN STANDARDS AND SPECIFICATIONS.**

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

The technical specifications in the relevant agreement between the Corporation and Owner and approved drawing & 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.

**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 full 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, Salapada, Keonjhar

**18. INFORMATION OF WORKMEN**

The Job-worker will make his own arrangements for procurement of labour and 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 a 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 in labour employed by the Job-worker is below the age of 18(eighteen) years or unfit and refuse the 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 owner as per the conditions laid down in the labour rules in vogue and amended from time to time.

**22. MINIMUM WAGES ACT**

The Job-worker shall pay wages of each labour at the rate not less than the wages as 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 laborers 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 laborers engaged by him for this work in time the same shall be paid by the Engineer-in-charge directly to the observing workers. The expenditure so incurred on account of nonpayment of less payment shall be recovered from two bills or any other dues of the Job-worker.

**24. PROVIDEND 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 get the registration number for this from the Regional Provident Fund Commissioner, ODISHA shall produce the records in support of payment of EPF/FPF dues to the Engineer-in-charge check and record by the Engineer-in-charge.

**25. EMPLOYEES STATE INSURANCE SCHEME (ESI)**

The Employees State Insurance Scheme (ESI), wherever applicable shall be payable by Job-worker as per the ESI Rules in force and shall keep the Corporation indemnified for it should get the Registration Number for this from the ESI Authorities. He shall produce records in support of payment of ESI dues to the Engineer-in-charge for check and records in support of payment of ESI dues 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, Salapada, Keonjhar

**26. WORKMEN INSURANCE**

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

**27. HUTMENTS/TEMPORARY ACCOMMODATION**

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

**28. IDLE LABOUR**

“OCCL” will not be held responsible for idle labourers of the Job-worker for any the whatsoever and no claim on this account will be entertained.

**29. CLAIMS AND LIABILITIES**

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

**30. SAFETY**

The Job-worker should abide by the safety laws and rules of statutory laws Corporation and owner as per directions of Engineer-in-charge and Safety Officers insure from time to time.

**31. WORKING IN SHIFTS**

If necessary, the “Job-worker” may be asked to work in Two(2) or Three (3) 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”.

**32. PROGRESS OF WORK AND PENALTY**

The “Job-worker” will achieve the desired progress as per programmed. If the “Job-worker” fails to achieve the contracted quantity every month as per programmed, 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)	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 equipment 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.

**33. RESPONSIBILITY OF JOB-WORKER**

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

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, Salapada, Keonjhar

**34. RIGHT OF THE CORPORATION**

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

**35. WATCH AND WARD**

The Job-worker shall arrange watch and ward and safety of the site of work construction structures, machinery, vehicles, equipments, tools, tackles, consumables which are being provided to him by the corporation at his own cost.

**36. 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 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.

**37. SPLITTIDNG UP OF WORK**

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

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

**38. 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 laborers/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.

**39. 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) Dies-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 expert measurements, if the Job-worker does not co-operate in taking final measurements after termination of contract.

**40. 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".

**41. QUALITY ASSURANCE AND QUALITY CONTROL**

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

**42. SITE VISIT**

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

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, Salapada, Keonjhar

**43. 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)% excess cost.

**44. DEVIATION OF PROVISIONS IN AGREEMENT**

If the tenderer is accepted and assigned to work. He will not vary or deviate from the provisions in the agreement without obtaining prior permission in writing from the Corporation.

**45. SUB LETTING**

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

**46. 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 an agreement rates. If required, the Job-worker has to furnish the working analysis as per actual to arrive at the extra items rates. Any extra consumption of consumable is also responsibility of the Job- worker.

**47. 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 unturned power which prevent performance of the conduct and which could not be foreseen or avoided by a prudent person.

**48. 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

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Senior Manager(Mech.),  
Anandapur Barrage Gate  
Erection Project, Salapada,  
Keonjhar

**ODISHA CONSTRUCTION CORPORATION LIMITED**  
(A GOVT OF ODISHA UNDERTAKING)  
**ANANDAPUR BARRAGE GATE ERECTION PROJECT**  
SALAPADA, KEONJHAR (ODISHA)

**Tender Call Notice No. OCC/ABGEP/ 08 /18-19**

**Date.28.02.2019**

**PRICE SCHEDULE (BILL OF QUANTITY)**

Sl. No.	Description of items	Unit	Qty.	Rate (Rs.)	Amount (Rs.)
<b>01</b>	"Labour charges for assembly, alignment, erection of CR45 RAIL (52 kg/m crane rail) on upstream & downstream rail girders for 33 bays including double piers & fish pass pier etc. of Anandapur Barrage Gate Erection Project which includes leveling & alignment of rail with its supporting rail girders in complete shape as per approved drawings and instructions of Engineer-in-Charge"	<b>MT</b>	<b>63</b>		
	<b>SUB- TOTAL</b>				
	<b>ADD-CGST@6%</b>				
	<b>ADD-CGST@6%</b>				
	<b>TOTAL</b>				
	<b>TOTAL (in Words Rupees)</b>				

*Tenderers are requested to verify the required drawing & site condition at Anandapur Barrage Site before quoting their rates.*

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  
Salapada, Keonjhar