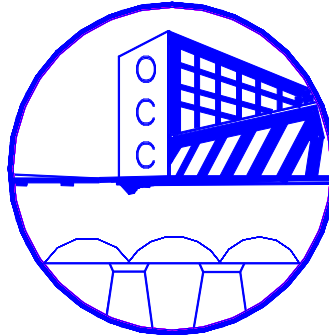


# **ODISHA CONSTRUCTION CORPORATION LIMITED**

(A GOVT. OF ODISHA UNDERTAKING)

**BAGH BARRAGE GATE ERECTION PROJECT,  
CENTRAL WORKSHOP, RASULGARH, BHUBANESWAR – 10.**



DESIGNED TO EXCEL

## **TENDER DOCUMENT**

Tender Call Notice No. **OCC/BBEP/03/18-19 dated 23.10.2018**

### **Name of work:**

**“Fixing of anchor bolts by grout chemical from reputed brand drilling holes & chemical grouting for Erection of trestle structures, latch arrangements and walk way of Bagh Barrage Project, Sagada, Dist: Boudh as per specification, size and direction of Engineer-in-Charge.”**

(This Tender document contains 16 (Sixteen) 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.), OCCL  
Bagh Barrage Erection Project

## Particulars of Tender document issue

### **ODISHA CONSTRUCTION CORPORATION LTD.**

(A GOVERNMENT OF ODISHA UNDERTAKING)

**BAGH BARRAGE ERECTION PROJECT,**

**CENTRAL WORKSHOP, RASULGARH,**

**BHUBANESWAR – 751010 (ODISHA)**

Date of issue of tender document .....

Tender Call Notice No. OCC/BBEP/03/18-19 dated 23.10.2018

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)

= ₹. 4,000/- + GST @ 12% ₹. 480/- = ₹. 4,480/-  
(Rupees four thousand four hundred eighty) only by hand /  
₹. 4,480/- + Postal / Courier charges ₹. 100/- = ₹.4,580/-  
(Rupees four thousand five hundred eight) 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.), OCCL  
Bagh Barrage Erection Project

**ODISHA CONSTRUCTION CORPORATION LTD.**  
**(A GOVERNMENT OF ODISHA UNDERTAKING)**  
**BAGH BARRAGE ERECTION PROJECT,**  
**CENTRAL WORKSHOP, RASULGARH,**  
**BHUBANESWAR – 751010 (ODISHA)**

**Tender Call Notice No. OCC/BBEP/03/18-19 dated 23.10.2018**

**Name of work :** “Fixing of anchor bolts by grout chemical from reputed brand drilling holes & chemical grouting for Erection of trestle structures, latch arrangements and walk way of Bagh Barrage Project, Sagada, Dist: Boudh as per specification, size and direction of Engineer-in-Charge.”

1. On behalf of M/s Odisha Construction Corporation Ltd. (“OCCL”), the Senior Manager (Mech.), Bagh Barrage Project, Central Workshop, Rasulgarh, Bhubaneswar-751010 (Odisha) invites sealed tender from the enlisted job-workers of “OCCL” in M-III and above grade having GST registration certificate 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	“Fixing of anchor bolts by grout chemical from reputed brand drilling holes & chemical grouting for Erection of trestle structures, latch arrangements and walk way of Bagh Barrage Project, Sagada, Dist: Boudh as per specification, size and direction of Engineer-in-Charge.”	4,480/-	03 (Three) Calendar month	M-III & above

2. The Tender document may be purchased from the office of the Senior Manager (Mech.), Bagh Barrage Project, Odisha Construction Corporation Ltd., Central Workshop, Rasulgarh, Bhubaneswar-751010 during office hours from **23.10.2018** to **02.11.2018** (upto 1.00 PM of **02.11.2018**) 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 Bhubaneswar only in favour of “M/s Odisha Construction Corporation Ltd. - Project Account” Interested Tenderers may obtain further information, if any, from the undersigned.
3. The Tenders must be accompanied with Earnest Money Deposit @ 1% of total quoted value in any one of the forms specified in the Tender document drawn on any Nationalised / Scheduled Bank payable at Bhubaneswar only in favour of M/s. 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 be downloaded from OCCL website [www.odishaconstruction.com](http://www.odishaconstruction.com) and non-refundable cost of Tender document amounting to ₹. **4,480/-** (Rupees four thousand four hundred eighty) only in shape of Account Payee Demand Draft drawn on any nationalized/scheduled bank payable at Bhubaneswar only in favour of M/s Odisha Construction Corporation Ltd. may be deposited along with the Tender.

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

**Senior Manager (Mech.), OCCL  
Bagh Barrage Erection Project**

5. The Tenders must be submitted to the Senior Manager(Mech.), Bagh Barrage Project, Odisha Construction Corporation Ltd., Central Workshop, Rasulgarh, Bhubaneswar-10 (Odisha) on or before **3.00 P.M.** on **02.11.2018** and will be opened on **02.11.2018** at **4.00 P.M.** 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.
6. Intending Tenderers are required to furnish the following along with their Tenders.
  - (i) Earnest money deposit
  - (ii) Cost of Tender document duly signed & stamped on each page
  - (iii) Copy of up-to-date valid GST registration certificate
  - (iv) Copy of valid labour license
  - (v) Copy of valid registration certificate with Provident Fund Authority.
  - (vi) Copy of valid ESI registration & service tax registration issued by competent authorities.
  - (vii) Copy of PAN card
  - (viii) Copy of document indicating residential address
  - (ix) **Copies of documents on credentials and proofs in support of successful execution of works of similar nature and magnitude earlier.**
  - (x) Undertaking to mobilize workmen at the site of works within 10(Ten) days from the date of issue of work order/letter of intent by "OCCL"
  - (xi) Undertaking in prescribed format available in the Tender document.
  - (xii) Details of Earnest Money Deposit(EMD) in prescribed format available in the Tender document .
  - (xiii) Copy of valid enlistment certificate as job-worker in Grade – III and above issued by "OCCL"
  - (xiv) Detailed planning of men, machinery and materials for executing the work tendered herein.
  - (xv) 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.
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 price 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.), OCCL  
Bagh Barrage 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

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

**Senior Manager (Mech.), OCCL  
Bagh Barrage Erection Project**

## Undertaking of Job-Worker

I / We Shree

(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 correspondences.

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

**Senior Manager (Mech.), OCCL  
Bagh Barrage Erection Project**

## **SCOPE OF WORKS**

The scope of work for “Fixing of anchor bolts by grout chemical from reputed brand drilling holes & chemical grouting for Bagh Barrage Project, Sagada, Dist: Boudh as per specification, size and direction of Engineer-in-Charge.” under this tender to be executed by the successful bidder i.e. Job-Worker shall be as under:

**1. The scope of OCCL shall be as follows:**

OCCL shall provide the required anchor bolts in finished condition and 3(Three) phase electric connection to the successful bidder at site of erection.

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

- i) The Job-Worker will provide all required technical / non-technical / skilled workmen for execution of the work & unloading, shifting of materials, fabricated, machined & assembled jobs transported to the work site / nearby accessible area and onward shifting to the sites of work.
- ii) He will provide scaffolding & safety materials for execution of works.
- iii) He will execute any welding / repair required at the time of execution of works.
- iv) He will provide DG set at site, in case of power failure for welding & other activities etc to expedite the work.
- v) He has to provide all machinery and equipments, tools & tackles, etc. for above work at site at his own cost.
- vi) All materials required for fixing of anchor bolts as well as grouting along with other materials like chemicals of reputed make etc. shall be provided by him at his own cost.
- vii) The items listed above are only indicative there may be deletion / addition in the items as per necessity at site. He shall execute the items as per drawings, technical specification & direction of Engineer-in-charge.
- viii) He has to perform pullout test for the anchoring executed by him.
- ix) Required scaffolding for the work shall be done by him.

Decision of the Engineer-in-Charge regarding scope of work of the Job-Worker shall be final and binding on him. The Job-Worker will execute the items in the 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.), OCCL  
Bagh Barrage 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 – 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.), Bagh Barrage Project, Odisha Construction Corporation Ltd., Central Workshop, Rasulgarh, Bhubaneswar – 751010 (Odisha) or their authorized person”

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

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

## **2. AGREEMENT**

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

## **3. RATE**

The rate quoted by the Tenderer is to be indicated in (₹.), 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 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 basis as per bill of quantities.

ii) 80(Eighty)% payment shall be made only after erection of fabricated items at site against submission of bills by the “Job-worker” and verification of fabricated items by the “Engineer-in-Charge” & Balance 20(Twenty)% payment shall be made after 60(Sixty) days of erection, commissioning, testing & final painting of MS gates along with screw hoist arrangements for drainage sluices.

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 quantities shown in the column 04 of the price schedule are indicative only. The payment to the “Job-Worker” shall be limited to the measurements taken basing on actual execution. The “Job-Worker” can not raise any dispute over the measurements allowed by the “Engineer-in-Charge” for the purpose of payment.

**Signature of Tenderer or his/their  
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**Senior Manager (Mech.), OCCL  
Bagh Barrage 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, FPF AND ESI DUES**

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

**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. GST on works shall be deposited as leviable from the bills of "Job-Worker". Any other taxes, duties, royalties, levies etc. as applicable from time to time shall also be deducted.

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

**Senior Manager (Mech.), OCCL  
Bagh Barrage Erection Project**

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

The "Job-Worker" shall ensure optimum utilisation of the plants, machinery, equipments, tools, tackles, consumables, steel materials etc. and shall not create any hindrance for others at the site of works. The decision of the "Engineer-in-Charge" regarding the optimum requirement shall be final and binding on the "Job-Worker". Idle charges for machineries shall be deducted from the Job Worker in case the same have not used optimally and kept idle.

**11. 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 for fabrication work by the owner and "Corporation" inside Workshop only. The materials, plants, machinery, equipments, tools, tackles, steel materials etc. shall be issued as per requirement and availability only. Crane, machinery, materials, tools, tackles etc. required at erection site, shall be arranged by Job worker.

The materials supplied by the "Corporation" will be received by the "Job-Worker" from the "Corporation" store on submission of indent by the "Engineer-in-Charge". Transportation 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.

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

**12. 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".

**13. SCRAP STEEL MATERIALS**

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

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

**Senior Manager (Mech.), OCCL  
Bagh Barrage Erection Project**

**14. ELECTRICITY**

The job worker shall arrange electricity, required for erection, commissioning, testing & final painting of works.

**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. INDIAN STANDARDS, DRAWINGS AND SPECIFICATIONS**

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

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

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

**17. PAYMENT TO WORKMEN**

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

**18. 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".

**19. INFORMATION OF WORKMEN**

The "Job-Worker" will make his own arrangements for engagement 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.

**20. 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.

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

**Senior Manager (Mech.), OCCL  
Bagh Barrage Erection Project**

**21. 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.

**22. LABOUR LICENCE**

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

**23. MINIMUM WAGE ACT**

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

**24. 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".

**25. 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 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".

**26. 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.

**27. 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.

**28. 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.

**29. 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.

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

**Senior Manager (Mech.), OCCL  
Bagh Barrage Erection Project**

**30. 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”.

**31. 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.

**32. 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.

**33. WATCH AND WARD**

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

**34. AUTHORISED PERSON**

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

**35. SPLITTING UP WORK**

The successful Job worker shall have to execute the erection, commissioning, testing & final painting. No splitting up work shall be made and there may be increase or decrease in the quantity of work mentioned in the Tender document without assigning any reason thereof and no claim whatsoever will be entertained on this account. The quantity as per agreement may also increase or decrease as per actuals.

**36. 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 him 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.), OCCL  
Bagh Barrage Erection Project**

**37. TERMINATION OF CONTRACT**

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

**38. 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.

**39. 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.

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

**40. 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) %.

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

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

**42. 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.

**43. 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.

**44. 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  
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**Senior Manager (Mech.), OCCL  
Bagh Barrage Erection Project**

**45. RIGHT OF THE “CORPORATION”**

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

**46. SUB-LETTING**

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

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

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

**48. FORCE MAJEURE:**

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

**49. JURISDICTION**

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

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

**Senior Manager (Mech.), OCCL  
Bagh Barrage Erection Project**

To be furnished in original

**OFFICE OF THE SENIOR MANAGER (MECH.)**  
**ODISHA CONSTRUCTION CORPORATION LIMITED**  
(A GOVT. OF ODISHA UNDERTAKING)  
**BAGH BARRAGE ERECTION PROJECT.**  
Central Workshop, Rasulgarh, Bhubaneswar – 10.  
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**PRICE SCHEDULE**

Price schedule for the work: “Fixing of anchor bolts by grout chemical from reputed brand drilling holes & chemical grouting for Bagh Barrage Project, Sagada, Dist: Boudh as per specification, size and direction of Engineer-in-Charge.”

Sl. No.	Description of work	Unit	Total Qty.	Rate (in ₹.)	GST		Total Amount (in ₹.)
					Rate (in %)	Amount (in ₹.)	
1	Drilling of holes $\phi$ 42 mm 875 mm long for fixing of $\phi$ 36 mm anchor bolt by way of grouting chemicals of reputed brand including all labor tools tackle machineries & grouting materials etc.	Nos.	104				
2	Drilling of holes $\phi$ 30 mm 460 mm long for fixing of $\phi$ 25 mm anchor bolt by way of grouting chemicals of reputed brand including all labor tools tackle machineries & grouting materials etc.	Nos.	144				
3	Drilling of $\phi$ 25 mm holes 650 mm long for fixing of $\phi$ 20 mm anchor bolt by way of grouting chemicals of reputed brand including all labor tools tackle machineries & grouting materials etc.	Nos.	192				

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Senior Manager (Mech.), OCCL  
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