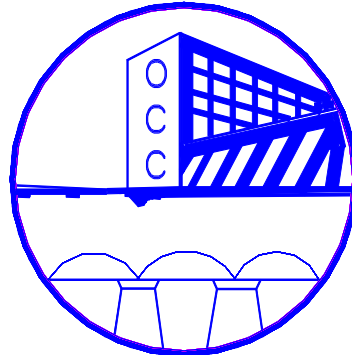


ODISHA CONSTRUCTION CORPORATION LTD.
(A GOVERNMENT OF ODISHA UNDERTAKING)
RET. GATE ERECTION PROJECT
KUTINGPADAR, KALAHANDI



TENDER DOCUMENT

Tender call notice No. OCC/RGEP/ 03/2018-19 Dated 12.10.2018

Name of Work:

“BALANCE WORK OF ERECTION COMMISSIONING AND TESTING OF CONSTRUCTION SLUICE GATE WITH TEMPORARY HOISTING ARRANGEMENTS & SECOND STAGE CONCRETING OF CONSTRUCTION SLUICE IN SPILLWAY BLOCK NO-5 OF RET IRRIGATION PROJECT” (CONSTRUCTION SLUICE SIZE 1400MM X 2100 MM)

(This Tender document contains 14 (Fourteen) sheets including this cover page)

Sd/- B.K. Dash

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

**Senior Manager(Mech.)
Ret Gate Erection Project,
Kutingpadar, Kalahandi**

Particulars of Tender document issue

ODISHA CONSTRUCTION CORPORATION LTD.
(A GOVERNMENT OF ODISHA UNDERTAKING)
RET. GATE ERECTION PROJECT
KUTINGPADAR, KALAHANDI

Date of issue of Tender document

Tender call notice No. OCC/RGEP/ 03/2018-19. Dated: 12.10.2018

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) = 2000.00 by hand
+GST@12% 240.00
+ Postal / Courier charges ` 100/- =Rs 2340.00/-
(Rupees Two thousand three hundred forty) only by
Registered Post / Speed Post / Courier.*

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power of attorney holder with date, full
name, designation and official seal

Senior Manager(Mech.)
Ret Gate Erection Project,
Kutingpadar, Kalahandi

ODISHA CONSTRUCTION CORPORATION LTD.

(A GOVERNMENT OF ODISHA UNDERTAKING)

RET. GATE ERECTION PROJECT

KUTINGPADAR, KALAHANDI, ODISHA

Tender call notice No. OCC/RGEP/03/18-19 dated 12.10.2018

Name of work : “BALANCE WORK OF ERECTION COMMISSIONING AND TESTING OF CONSTRUCTION SLUICE GATE WITH TEMPORARY HOISTING ARRANGEMENTS & SECOND STAGE CONCRETING OF CONSTRUCTION SLUICE IN SPILLWAY BLOCK NO-5 OF RET IRRIGATION PROJECT” (CONSTRUCTION SLUICE SIZE 1400MM X 2100 MM).

1. On behalf of M/s Odisha Construction Corporation Ltd. (“OCCL”), the Senior Manager (Mech.) Ret Gate Erection Project, Kutingpadar, Bhawanipatna (Odisha) invites sealed Tender from the enlisted job-workers having performed similar nature of work earlier of “OCCL” in M-IV grade and above for the following work(s).

Sl. No.	Name of the work	Cost of document in Rs.	Period of completion.	Class of Job-worker
1	“BALANCE WORK OF ERECTION COMMISSIONING AND TESTING OF CONSTRUCTION SLUICE GATE WITH TEMPORARY HOISTING ARRANGEMENTS & SECOND STAGE CONCRETING OF CONSTRUCTION SLUICE IN SPILLWAY BLOCK NO-5 OF RET IRRIGATION PROJECT”	2240.00	01 MONTH	M-IV & above

2. The Tender document may be purchased from the office of the Senior Manager (Mech.), Odisha Construction Corporation Ltd., Ret, Gate Erection Project, Kutingpadar, Bhawanipatna, during office hours from **Dt. 12.10.2018** to **Dt. 25.10.2018** upto **01 PM** 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 Odisha Construction Corporation Ltd.- Project Account Interested tenderer 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 any one of the forms specified in the quotation 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 Tender.
4. The Tender document may be downloaded from OCCL website www.odishaconstruction.com. Non-refundable cost of Tender document amounting to **Rs.2240.00** (Rupees Two thousand two hundred forty.) only in shape of Account Payee Demand Draft drawn on any nationalized/scheduled bank payable at Bhubaneswar only in favour of Odisha Construction Corporation Ltd - Project Account. may be deposited along with the quotation.
5. The Tender must be submitted to the Senior Manager(Mech.), Odisha Construction Corporation Ltd., Ret Gate Erection Project, Kutingpadar, Bhawanipatna (Odisha) on or before **3.00 PM** on **Dt. 25.10.2018** and will be opened on the same day at **4.30 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.

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

Senior Manager(Mech.)
Ret Gate Erection Project,
Kutingpadar, Kalahandi

6. Intending Tenderers are required to furnish the following along with their tenders.
- (i) Earnest money deposit
 - (ii) Document duly signed & stamped on each page
 - (iii) Copy of up-to-date valid GSTIN 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 site of work within 07(Seven) 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 **M-IV Grade & 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 intending bidder is to quote rates in enclosed blank price schedule format only.
8. The successful bidder shall have to execute the work as per scope of work, relevant drawings, technical specifications, terms and conditions of agreement.
9. The authority reserves absolute right to accept or reject any or all tender without assigning any reason thereof.
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.

Sd/ B.K. Dash
SENIOR MANAGER (MECH.)

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

**Senior Manager(Mech.)
Ret Gate Erection Project,
Kutingpadar, Kalahandi**

EMD and document deposit particulars

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

1. EMD amount Rs. _____ (Rupees _____)
only vide A/C Payee D.D. / B.C./ Pay Order No.
_____ Dated _____ issued by _____
Bank, _____ Branch.

2. VAT / Sales Tax Clearance Certificate

3. P.A.N. card

4. Names of relations in O.C.C. Ltd.

5. Money receipt No. _____ Dated _____ issued by
_____ for Rs. _____ (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**

**Senior Manager(Mech.)
Ret Gate Erection Project,
Kutingpadar, Kalahandi**

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 quotation 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 quotation document.

**Signature of Tenderer or his/their
power of attorney holder with date, full
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**Senior Manager(Mech.)
Ret Gate Erection Project,
Kutingpadar, Kalahandi**

SCOPE OF WORKS

The scope of Job-Worker shall be as follows:

- i) The Job-Worker in whose favour the work shall be awarded will provide all required technical / non-technical / skilled workmen for execution of the work & unloading, shifting of materials to the work site / nearby accessible area and onward shifting to the sites of work.
The job worker has to furnish his rate for individual items / in toto, after inspecting the site and after due consultation with field in charge of OCC Ltd. at Ret Gate Erection project site regarding scope and methods of work.
- ii) The job worker will do the erection of 1st stage embedded parts, 2nd stage embedded parts, gate assembly and temporary hosting arrangement as per the drawing provided to him from OCCL. The structural steel materials which are included in the drawing will be provided by OCCL.
The job worker has to include the rates of drilling and chemical grouting as and when required for erection of 1st stage embedded parts. The job worker will do approach roads to working area at his cost to meet the requirement of the work.
- iii) All other consumables such as : oxygen, DA gas and welding electrodes etc, loose tools , tool and tackles jigs and fixtures and all other articles required for erection works must be arranged by the job worker.
- iv) He will provide Cement of reputed brand, sand & 20mm downgraded crusher broken hard granite aggregates of approved grade and quality from approved quarry as per technical specifications and get them verified / inspected by Engineer-in-charge of the work of OCCL for 2nd stage concreting work.
- v) He will provide scaffolding & safety gadgets to workers for execution of work.
- vi) He will provide DG set at work site, if required at his own cost.
- vii) Besides labour & supervisory staff, all materials and machineries for 2nd stage concreting along with other materials like cement, sand, 20mm and downgraded crusher broken hard granite, chemicals etc. required for grade M-25 of IS: 456 concreting shall be provided by him at his own cost. Royalty for procurement of the material shall be the responsibility of the job worker.
- viii) After completion of the erection work and prior to commissioning the job worker must do the painting work with supply of branded paint materials and accessories.
- ix) The quantity mentioned in the price schedules are only indicative, there may be deletion / addition as per necessity at site. He shall execute the works as per drawings, technical specification & direction of Engineer-in-charge.

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

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power of attorney holder with date, full
name, designation and official seal**

**Senior Manager(Mech.)
Ret Gate Erection Project,
Kutingpadar, Kalahandi**

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS:**

- i) "CORPORATION" means "ODISHA CONSTRUCTION CORPORATION LTD, ("OCCL" in short)" with registered office at Unit – VIII, Gopabandhu Nagar, Bhubaneswar-751012 (Odisha) represented through its Managing Director or any other officer as designated by the "Corporation" from time to time.
- ii) "ENGINEER-IN-CHARGE" means the qualified engineer deployed by the "Corporation" at work site for the work including the Senior Manager (Mech.) / Manager (Mech.) / Asst. Manager (Mech.), "OCCL".
- iii) "JOB-WORKER" means the person / firm / organization having relevant experience with subsequent technical person, machinery, materials etc. have been awarded by OCCL to execute the work satisfactorily as per scope indicated herein within stipulated period.

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. **CONDITIONS FOR EXECUTION OF WORK.**

The Job workers shall quote their rates for the work to be executed at Ret spillway site, Bhawanipatna inclusive of all levies, duties, transportation, transit insurance etc.

4. **RATE:**

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

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.

2. **PAYMENT TERMS:**

- i) No advance, price escalation and price adjustment shall be paid for the work. The rates shall remain firm throughout the agreement period.
- ii) The payment to the "Job-worker" shall be limited to the measurements taken and accepted by the client. The "Job-worker" cannot raise any dispute over the measurements allowed by the "Engineer-in-Charge" for the purpose of payment.
- iii) The Job-worker will bear the full cost of rectification or replacement of works required as per direction of "Client" or "Engineer-in-Charge".

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Ret Gate Erection Project,
Kutingpadar, Kalahandi**

iv) 90 (Ninety)% payment shall be made only after completion of work at site against submission of bills by the “Job-worker” and verification / measurement taken by the “Engineer-in-Charge” & Balance 10 (Ten)% payment shall be made after 60(Sixty) days of completion, verification & measurement taken by the “Engineer-in-Charge.

3. **INCOME TAX, VAT, 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 VAT on works contract shall be levied from the bills of “Job-worker”. However, the “Job-worker” shall bear sales tax/ VAT on materials procured by him. Any other taxes, duties, royalties, levies etc. as applicable from time to time shall also be deducted.

4. **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 quotationer 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”.

5. **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.

6. **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.

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Ret Gate Erection Project,
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7. **RETURN OF PLANT, MACHINERY, EQUIPMENTS, TOOLS, TACKLES, MATERIALS, CONSUMABLES ETC.:**
The plants, machinery, equipments 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, 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 etc. during use by the "Job-worker" shall be booked to the "Job-worker" for recovery from his bills.
8. **MEASUREMENT OF WORK:**
The quantity of work executed shall be measured and payment shall be made 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".
9. **ELECTRICITY**
Electricity if required the Job worker shall arrange DG set at his cost at the site of work.
10. **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 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.
11. **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".
12. **INFORMATION OF WORKMEN:**
The "Job-worker" will make his own arrangements 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.
13. **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, etc. A certificate to this effect shall be enclosed by the "Job-worker" with each Running Account Bill for payment.

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14. **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.

15. **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.

16. **MINIMUM WAGES 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".

17. **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. Further the materials supplied and work executed shall be fully insured by supplier under compressive insurance policy covering all risk against loss or damaged incidental manufacturer or acquisition, transportation, storage execution and till acceptance/handing over of the completed work.

18. **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.

19. **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.

20. **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.

21. **SAFETY:**

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

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22. **WATCH AND WARD:**

The “Job-worker” shall arrange watch and ward and safety of the site his materials, vehicles, equipments, etc. at his own cost. No accommodation will be provided by OCCL. The Job worker has to arrange accommodation for their working staff during execution of work as well as proper shed for storage of materials with safety precautions.

23. **AUTHORISED PERSON:**

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

24. **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.

25. **PROGRESS OF WORK AND PENALTY**

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

Sl. No.	Failure percentage(%)	Penalty percentage(%)
(i)	Less than 10(Ten)%	1(One)% of value of defaulted quantity
(ii)	Above10(Ten)% and upto 20(Twenty)%	2(Two)% of value of defaulted quantity
(iii)	Above 20(Twenty)% and upto 30(Thirty)%	5(Five)% of value of defaulted quantity
(iv)	Above 30(Thirty)%	To be asked to demobilise with penalty equivalent to 10(Ten)% of value of defaulted quantity. The “Engineer-in-Charge” will 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.

26. **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) %.

27. **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

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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.

28. **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.

29. **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.

30. **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 quantity shown in any tender call notice are only indicative and may vary.

31. **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 usurped power which prevent performance of the contract and which could not be foreseen or avoided by a prudent person.

32. **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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power of attorney holder with date, full
name, designation and official seal**

**Senior Manager(Mech.)
Ret Gate Erection Project,
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ODISHA CONSTRUCTION CORPORATION LTD.
(A GOVT. OF ODISHA UNDERTAKING)
RET GATE ERECTION PROJECT
KUTINGPADAR, BHWANIPATNA, ODISHA

Price schedule for the work: **“BALANCE WORK OF ERECTION COMMISSIONING AND TESTING OF CONSTRUCTION SLUICE GATE WITH TEMPORARY HOISTING ARRANGEMENTS & SECOND STAGE CONCRETING OF CONSTRUCTION SLUICE IN SPILLWAY BLOCK NO-5 OF RET IRRIGATION PROJECT” (CONSTRUCTION SLUICE SIZE 1400MM X 2100 MM)**

Tender Call Notice No.OCC/RGEP/ 03/2018-19 Dt : 12.10.2018

	Description of work	Unit	Total Qty	Taxes / Royalty if any	Rate (in Rs.)		Amount (in Rs.)	
					In figure	In words	In figure	In words
1	Erection of 1 st stage embedded parts , 2 nd stage embedded parts, gate assembly , Trestle for temporary hosting arrangement , rope arrangement, frame for chain pulley block/winch, concrete cutting and 2 nd stage concreting , Final painting ,Testing and commissioning of construction sluice gate (size 1400mm x 2100mm)of Ret Irrigation project	Set	01					
2	Drilling (Core Cutting) and chemical grouting of foundation studs to a depth of 600 MM to accommodate stud dia 25 MM at the bridge upstream girder for erection of second trestle and pulley for proper hoisting.	Nos.	14					

N.B.: The rates quoted must include all statutory taxes, levies, royalties etc. required in the Tender amount.

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

**Senior Manager(Mech.)
OCCL, Ret Gate Erection Project,
Kutingpadar, Bhawanipatna**



ODISHA CONSTRUCTION CORPORATION LIMITED

(A Government of Odisha Undertaking)

OFFICE OF THE SENIOR MANAGER(MECH)

RET GATE ERECTION PROJECT

KUTINGPADAR, SANTAPUR, KALAHANDI, PIN-766110

Lr. No. OCC/RGEP/276(WE)

Dated.12.10.2018

To,

The Senior Manager,
Systems Business Division
Odisha Construction Corporation Ltd
Unit : - Viii, Gopabandhu Nagar
Bhuabeswar-12.

Sub : - Request for Hoisting of Tender Call Notice No: 03/2018-19 dated 12.10.2018 of Ret Gate Erection Project.

Sir,

Please find herewith the Tender call **Notice No: 03/2018-19 dated 12.10.2018 of Ret Gate Erection Project 01 set (14 pages)** along with soft copy for the work **"BALANCE WORK OF ERECTION COMMISSIONING AND TESTING OF CONSTRUCTION SLUICE GATE WITH TEMPORARY HOISTING ARRANGEMENTS & SECOND STAGE CONCRETING OF CONSTRUCTION SLUICE IN SPILLWAY BLOCK NO-5 OF RET IRRIGATION PROJECT"** (CONSTRUCTION SLUICE SIZE 1400MM X 2100 MM)

It is requested to hoist the same in the OCC website for circulation and further necessary action.

Enclo : -As Above

Yours faithfully

Senior Manager(M)
Ret Gate Erection Project

Memo No...../ Date...../2018.

Copy submitted to The Director Mechanical, OCC Ltd.,Unit-VIII, Bhubaneswar for favour of information and necessary action.

Senior Manager (M)

Memo No...../ Date...../2018.

Copy submitted to The General Manager,(Mech. Design) OCC Ltd.,Unit-VIII, Bhubaneswar/ General Manager (Mech), Central Workshop, Rasulgarh, Bhubaneswar for favour of information and necessary action.

Senior Manager(M)

Memo No...../ Date...../2018.

Copy submitted to Notice board Head office ,OCC Ltd./ Central work shop Rasulgarh, Bhubaneswar/ Ret site office for information .

Senior Manager(M)