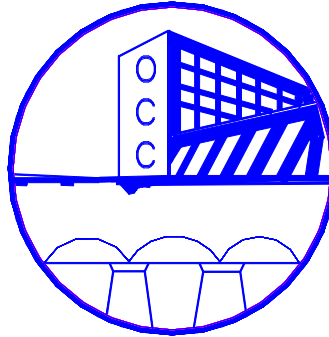


**ODISHA CONSTRUCTION CORPORATION LTD.**  
(A GOVERNMENT OF ODISHA UNDERTAKING)  
**BAGH BARRAGE ERECTION PROJECT,**  
**SAGADA, BOUDH.**



DESIGNED TO EXCEL

**TENDER DOCUMENT**

Tender Call Notice No. **OCC/BBEP/02/20-21 dated 17.02.2021**

**Name of work:**

***“Construction of extra bay on right bank of Bagh Barrage Project  
as per drawings & specifications, scope of work and direction of Engineer-  
in-Charge.”***

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

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

Senior Manager (Mech.),  
Bagh Barrage Erection Project

## Particulars of tender document issue

**ODISHA CONSTRUCTION CORPORATION LTD.**  
(A GOVERNMENT OF ODISHA UNDERTAKING)  
**BAGH BARRAGE ERECTION PROJECT,**  
**SAGADA, BOUDH.**

Date of issue of tender document .....

Tender Call Notice No. **OCC/BBEP/02/20-21** dated **17.02.2021**

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 @ 18% ₹. 720/- = ₹. 4,720/-*  
(Rupees four thousand seven hundred twenty) only by hand  
*₹. 4,000/- + GST @ 18% ₹. 720/- = ₹. 4,720/- + Postal*  
*charges ₹. 100/- = ₹. 4,820/- (Rupees four thousand eight*  
*hundred twenty) only by Registered Post / Speed Post*

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

Senior Manager (Mech.),  
Bagh Barrage Erection Project

**OFFICE OF THE SENIOR MANAGER (MECH.)**  
**ODISHA CONSTRUCTION CORPORATION LIMITED**  
(A GOVT. OF ODISHA UNDERTAKING)  
**BAGH BARRAGE ERECTION PROJECT,**  
**SAGADA, BOUDH.**

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**Tender Call Notice No. OCC/BBEP/02/20-21 dated 17.02.2021**

**Name of work:** "Construction of extra bay on right bank of Bagh Barrage Project as per drawings & specifications, scope of work and direction of Engineer-in-Charge."

1. On behalf of M/s Odisha Construction Corporation Ltd. ("OCCL"), the Senior Manager (Mech.), OCCL, Bagh Barrage Project, Sagada, Boudh invites sealed tenders from the enlisted Job-workers of "OCCL" in M - III grade and above for the following work(s).

Sl. No.	Name of the work	Cost of tender document + GST @ 18% (in ₹.)	Period of completion.	Class of Job-worker
1	Construction of extra bay on right bank of Bagh Barrage Project as per drawings & specifications, scope of work and direction of Engineer-in-Charge.	4,720/-	01 (One) Calendar month	M – III & above grade

2. The Tender must be accompanied with Earnest Money Deposit (EMD) @ 1% of total quoted basic value excluding (GST, packing & forwarding and transportation etc.) in shape of A/C payee Demand Draft drawn on any Nationalised / Scheduled Bank payable at Bhubaneswar only in favour of "Odisha Construction Corporation Ltd. - Project Account" and should be valid for 90 (Ninety) days from the date of opening of tenders.
3. The Tender document may be downloaded from OCCL website [www.odishaconstruction.com](http://www.odishaconstruction.com) or from Govt. of Odisha website [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in) and submitted along with non-refundable cost of tender document amounting to ₹ 4,720/- (Rupees four thousand seven hundred twenty) only inclusive of GST @ 18% in shape of Demand Draft drawn on any Nationalized / Scheduled Bank payable at Bhubaneswar only in favour of "Odisha Construction Corporation Ltd. - Project Account" and should be valid for 90 (Ninety) days from the date of opening of tenders may be deposited along with the tender. The authority shall not be responsible for missing of any page during downloading.
4. The tenders must be submitted to the Senior Manager (Mech.), Odisha Construction Corporation Ltd., Bagh Barrage Project, Central Workshop, Rasulgarh, Bhubaneswar - 10 on or before 3.00 PM on 25.02.2021 and will be opened on 25.02.2021 at 4.00 PM in the presence of the tenderers, who may like to be present. If there will be a public holiday on the last date of sale of tender document and receipt & opening of the tenders as specified above, the tender document will be sold and tenders will be received & opened on the next working day at the same time and venue. The undersigned shall not be responsible for any kind of delay by postal authorities. Tender received without EMD/in-sufficient EMD will be out rightly rejected and EMD of the unsuccessful tenders will be released only finalization of the work order

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

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

5. Intending tenderers are required to furnish the following along with their tenders.
  - (i) Earnest money deposit (EMD).
  - (ii) Copy of valid GST certificate.
  - (iii) Copy of valid registration certificate issued by 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 of works of similar magnitude.
  - (viii) The successful Job-worker is required to furnish necessary labour license, issued by the competent authority before commencement of the work.
  - (ix) Undertaking in prescribed format available in the tender document.
  - (x) Details of Earnest Money Deposit (EMD) & cost of tender document in prescribed format available in the tender document.
  - (xi) Copy of valid enlistment certificate as Job-worker issued by "OCCL"
  - (xii) Detailed planning of men, machinery and materials for executing the work tendered herein.
  - (xiii) Complete tender document duly filled-in and signed on each page by the tenderer or his/their power of attorney holder with date, full name, designation and official seal. In case of power of attorney holder the copy of such delegation is to be enclosed with the tender documents.
  - (xiv) Detailed list and copies of documents of machinery owned by the tenderer.
6. The Job-worker if required shall be asked to furnish rate analysis for the work for the quoted amount.
7. The intending tenderer is to quote rates in enclosed price schedule format only.
8. The successful tenderer shall have to execute the work as per scope of work, technical specifications & as per direction of Engineer-in-charge and terms & conditions of agreement.
9. Quantity may increase or decrease as per requirement during execution of work at site as per direction of Engineer-in-charge.
10. The authority reserves absolute right to accept or reject any or all tenders without assigning any reason thereof.
11. The Job-Worker registered under NSIC/MSME for participation in tender / quotation are not entitled for exemption from payment of EMD / Security Deposit / Tender paper cost / quotation paper cost as per provision exist in O.P.W.D code and amended by Govt. of Odisha, Department of Water Resources.
12. The validity of offer should be for a period of 90 (Ninety) days from the date of opening of tenders. OCC Ltd. may ask for further extension of validity if required without any price rise.
13. 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.),  
Bagh Barrage Erection Project**

## **EMD, cost of tender document and document deposit particulars**

### **DETAILS OF EARNEST MONEY DEPOSIT (EMD), COST OF TENDER DOCUMENT AND DOCUMENTS SUBMITTED ALONG WITH TENDER**

1. EMD amount ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_)  
only vide A/C Payee D.D. No. \_\_\_\_\_ Dated \_\_\_\_\_ issued by  
\_\_\_\_\_ Bank, \_\_\_\_\_ Branch  
\_\_\_\_\_.
2. Cost of tender document ₹ **4,720/-** (Rupees four thousand seven hundred twenty) only  
vide Demand Draft No. \_\_\_\_\_ Dated \_\_\_\_\_ issued by  
\_\_\_\_\_ Bank, \_\_\_\_\_ Branch  
\_\_\_\_\_.
3. GST Registration Certificate
4. P.A.N. card
5. Names of relations in O.C.C. Ltd.
6. Any other documents.
- 7.

Full signature of "Job-Worker"  
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.),  
Bagh Barrage Erection Project**

## Undertaking of Job-Worker

I / We Sri

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

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

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

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

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

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

## **SCOPE OF WORK**

Name of the work: "Construction of extra bay on right bank of Bagh Barrage Project as per drawings & specifications, scope of work and direction of Engineer-in-Charge."

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

- i) OCCL will supply all the fabricated items i.e. anchor bolts, columns, cross girder and monorail beam at site of work.
- ii) OCCL will supervise the work and review the work on weekly basis as it is time bounded.
- iii) OCCL will supply consumables items like welding electrodes, paints, thinner.
- iv) Electricity at one point shall be made available, however further requirements shall be arranged by the Job-worker. If electricity is not available, OCCL shall provide D.G. set with Operator, POL etc. to complete the work.

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

- i) The Job-Worker will supply all required machinery / equipments, tools, tackles and consumables etc. including industrial gas as required for unloading, loading, shifting, erection, painting, excavation, concreting, dismantling etc. for completion of the work.
- ii) The Job-Worker shall arrange all technical / non technical / highly skilled / skilled / semi skilled / unskilled workmen for unloading, loading, shifting, erection, painting, excavation, concreting, dismantling etc. required for completion of work.
- iii) The Job-worker shall supply all scaffoldings if required including shuttering plates, reinforcement as per drawing for the work at his own cost.
- iv) Consumable materials like cement, sand, stone aggregates, D/A gas, oxygen gas, welding cables, painting accessories, electric cables, cutting nozzles etc. required for the job at site of work shall be supplied by the Job-worker.
- v) All safety majors are to be taken during execution of work and safety equipments / materials required to the work and work personnel are to be arranged by the Job-worker.
- vi) The Job-worker shall arrange water / hutments for his workmen at site along with watch and ward of the materials.
- vii) Dismantling of excess concreting if any with all men, machinery & materials required at site of work shall be taken up by the Job-Worker at his own cost.
- viii) Due to plying of public the duty hours as decided by the client shall be final and binding on the Job-worker.
- ix) The Job-worker shall adhere to the Covid-19 guide lines issued time to time by the Govt. strictly.
- x) Any other unforeseen items / requirements at site of work shall be supplied by the Job-worker.

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

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

**Senior Manager (Mech.),  
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 – 751012 (Odisha) represented through its Managing Director or any other officer as designated by the “Corporation” from time to time.
- (ii) **“ENGINEER-IN-CHARGE”** means the qualified engineer deployed by the “Corporation” at work site for the work including the Senior Manager (Mech.), Odisha Construction Corporation Ltd., Bagh Barrage Project, Sagada, Boudh or their authorized person”
- (iii) **“JOB-WORKER/SUCCESSFUL TENDERER”** means the enlisted person / firm / organization having men, machineries, materials etc. to execute the work satisfactorily as per scope indicated herein within stipulated period.
- (iv) **“CLIENT”** means the State Govt. or Central Govt. organization or any individual from whom “OCCL” has received the work for execution.

### **2. AGREEMENT**

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

### **3. RATE**

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

The “Job-worker” shall quote the rates including income tax, labour cess, fees, royalties payable under the local rule to complete the works as per drawings & specifications, scope of work and direction of Engineer-in-Charge including of all labour, transportation, handling, loading, unloading, lift, de-lift, taxes, duties, levies, incidental expenses etc. excluding GST (Goods and Service Tax), that will be applicable for the work to be executed by him. No claim in this regard in whatsoever form shall be entertained. GST as applicable will be paid extra as per prevailing rules.

### **4. PAYMENT TERMS**

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

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

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



**5. INITIAL SECURITY DEPOSIT (ISD)**

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

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

**6. SECURITY DEPOSIT (SD)**

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

**7. ADDITIONAL SECURITY DEPOSIT**

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

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

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

**8. WITH HELD AMOUNT FOR EPF AND ESI DUES**

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

**9. INCOME TAX, GST.**

Income tax at the prevailing rate from time to time will be deducted from each bill of the "Job-Worker" and shall be deposited with Income Tax Authorities. GST applicable on purchased items and services rendered thereof shall be released as per norms.

**10 RECORD OF MATERIALS.**

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

**Signature of Tenderer or his/their  
power of attorney holder with date, full  
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**Senior Manager (Mech.),  
Bagh Barrage Erection Project**

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

**11. SCRAP MATERIALS**

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

**12. ELECTRICITY**

OCCL shall supply electricity at one point. However further requirements shall be arranged by the Job-worker. If electricity is not available, Job-worker shall provide D.G. set with operator, POL etc. to complete the work at their own cost.

**13. MEASUREMENT OF WORK**

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

**14. INDIAN STANDARDS AND SPECIFICATIONS**

The work shall be carried with due diligence and in a workmanship like manner in accordance with relevant Bureau of Indian Standards and specifications (IS:14177:1994) drawings and technical specifications supplied by "Corporation" in absence of which as per the direction of "Engineer-in-Charge".

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

**15. PAYMENT TO WORKMEN**

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

**16. WORKMEN COMPENSATION**

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

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

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

**17. INFORMATION OF WORKMEN**

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

**18. STATUTORY REQUIREMENTS**

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

**19. MINIMUM AGE OF WORKMEN**

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

**20. LABOUR LICENCE**

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

**21 MINIMUM WAGE ACT**

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

**22. NON-PAYMENT OF DUES OF LABOURERS**

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

**23. PROVIDENT FUND (PF)**

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

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

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

**25. WORKMEN INSURANCE**

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

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

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

**26. HUTMENTS/TEMPORARY ACCOMMODATION**

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

**27. IDLE LABOUR**

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

**28. WORKING IN SHIFTS**

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

**29. CLAIMS AND LIABILITIES**

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

**30. SAFETY**

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

**31. WATCH AND WARD**

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

**32. AUTHORISED PERSON**

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

**33. SPLITTING UP OF WORK**

No splitting up work shall be made and there may be increase or decrease in the quantity of work mentioned in the Tender document without assigning any reason thereof and no claim whatsoever will be entertained on this account. The quantity as per agreement may also increase or decrease as per actual.

**34. BREACH OF CONTRACT**

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

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

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

**35. TERMINATION OF CONTRACT**

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

**36. RESPONSIBILITY OF JOB-WORKER**

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

**37. PROGRESS OF WORK AND PENALTY**

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

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

**38. REJECTION DUE TO BAD WORKMANSHIP**

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

**39. TESTING OF SKILLED/SEMI-SKILLED WORKMEN**

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

**40. QUALITY ASSURANCE AND QUALITY CONTROL**

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

**41. SITE VISIT**

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

**42. DEVIATION OF PROVISIONS IN AGREEMENT**

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

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

Senior Manager (Mech.),  
Bagh Barrage Erection Project

**43. RIGHT OF THE “CORPORATION”**

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

**44. SUB-LETTING**

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

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

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

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

**47. JURISDICTION**

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

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name, designation and official seal**

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

**OFFICE OF THE SENIOR MANAGER (MECH.)  
ODISHA CONSTRUCTION CORPORATION LTD.  
(A GOVT. OF ODISHA UNDERTAKING)  
BAGH BARRAGE ERECTION PROJECT,  
SAGADA, BOUDH.**

Price schedule for the work: “Construction of extra bay on right bank of Bagh Barrage Project as per drawings & specifications, scope of work and direction of Engineer-in-Charge.”

Sl. No.	Description of work	Unit	Quantity	Basic Rate per unit (in ₹.)	Total basic Amount (in ₹.)
1	2	3	4	5	6 (3x5)
1	Construction of footing of extra bay by excavation of earth in all kind of soil PCC (1:4:8) / RCC grade M-30 for concreting using 20mm and downgraded crusher broken hard granite aggregates of approved grades from approved quarry free from weathered skin surface, dust and any other deleterious materials with all leads, lifts, de-lifts including cost of carriage, royalty and all other taxes of all materials mixing and vibrating concrete by mechanical means including shuttering and supply of all T & P, machinery, labour charges, cost and carriage of water for mixing concrete and curing including hire and running charges of all machinery, equipments, constructions / erection and removal of gangway staging, scaffolding, incidental charges complete as per drawings & specifications, scope of work and direction of Engineer-in-Charge.				
a	Excavation of earth	Cum.	97		
b	Sand filling in foundation and plinth	Cum.	71		
c	P.C.C. (1:4:8)	Cum.	12		
d	R.C.C. including form works (M-30)	Cum.	26		
e	Reinforcement works for R.C.C.	Quintal	20		
f	40 mm thick flooring (C.C. – 1:2:4)	Sqm.	50		
2	Erection with painting (As per IS : 14177:1994) of 02 nos. columns, cross girder & monorail beam as per drawings & specifications, scope of work and direction of Engineer-in-Charge.	MT	6.126		

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

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