

**OFFICE OF THE SENIOR MANAGER (MECH.),
ODISHA CONSTRUCTION CORPORATION LIMITED,
(A GOVT. OF ODISHA UNDERTAKING)
BAGH BARRAGE ERECTION PROJECT,
CENTRAL WORKSHOP, RASULGARH,
BHUBANESWAR - 751010**

Memo No. OCC / BBEP /

Dated

TENDER CALL NOTICE NO. OCC/BBEP/ 01 / 2021-22 dated 17.11.2021

1. On behalf of M/s. Odisha Construction Corporation Ltd, (“OCCL”), Senior Manager (Mech.), Bagh Barrage Erection Project, Central Workshop, Rasulgarh, Bhubaneswar-10 invites sealed Tenders from the interested Mechanical Contractors enlisted in OCCL having relevant experience in painting works for the following items / works.

Sl. No.	Description of Items / works	Cost of document + GST @ 18 %	Period of work	Class of Job-worker
1	Modification and rectification of 13 (Thirteen) nos. of trestle facilitate erection of cross girders including cost of consumables required machinery, labours, accessories, tools & tackles etc. to complete the work as per direction of Engineer-in-Charge at Bagh Barrage Erection Project, Sagada, Boudh.	2360/-	01 (One) month	M-IV & above

2. The tender documents may be purchased from Office of the Senior Manager (Mech.), OCCL, Bagh Barrage Erection Project, Central Workshop, Rasulgarh, Bhubaneswar-10 during office hours from **17.11.2021 to 25.11.2021** except Sundays and holidays (up to **1.00 PM of 25.11.2021**) 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”**.
3. The tender document may be downloaded from Corporation’s website at www.odishaconstruction.com non-refundable cost of tender document amounting to Rs.2360/- (Rupees two thousand three hundred sixty) only inclusive of GST @ 18% in shape of Account Payee Demand Draft drawn on any Nationalised / Scheduled Bank payable at Bhubaneswar on in favour of **Odisha Construction corporation Ltd.,- Project Account** may be deposited along with the tender. Interested tenderers may obtain further information, if any, from the undersigned.
4. The tenders will be received in the Office of the Senior Manager (Mech.), OCCL, Bagh Barrage Project, Central Workshop, Rasulgarh, Bhubaneswar-10 up to **3.00 P.M of 26.11.2021** and will be opened on the same day and same venue i.e. on **26.11.2021 at 4.00 P.M** in the Office of the Senior Manager (Mech.), OCCL, Bagh Barrage Project, Central Workshop, Rasulgarh, Bhubaneswar-10 in the presence of the tenderers or their authorized representative(s), if they so desires. If there will be a public holiday on the last date of sale of tender document and receipt & opening of the tenders specified above, the tender document will be sold and tenders will be received and opened on the next working day at the same time and venue.

Contd.....

5. Intending tenderers are required to furnish the following along with their tenders.
 - (i) Copy of valid GSTIN registration.
 - (ii) Copy of valid labour license.
 - (iii) Copy of valid registration certificate with Employees Provident Fund Authority.
 - (iv) Copy of valid ESI registration certificate issued by competent authorities.
 - (v) Copy of PAN card
 - (vi) Copy of document indicating residential address
 - (vii) Copies of documents on credentials and proofs in support of successful execution of similar nature and magnitude earlier.
 - (viii) Undertaking in prescribed format available in the tender document.
 - (ix) “Bid Security Declaration” in lieu of EMD in enclosed format on Job-Worker’s letter head.
 - (x) Complete tender documents 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.
 - (xi) Valid enlisted certificate issued by OCC Ltd. should be furnished.
6. The authority reserves absolute right to accept or reject any or all tenders without assigning any reason thereof.
7. The intending bidder(s) is / are to quote their rates in the enclosed blank price schedule format.
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 bidder may inspect site & proper understanding of work before submitting bid documents.
10. The validity of offer should be for a period of **120** (One hundred twenty) days from the date of opening of tenders.OCC Ltd. may be asked further extension of validity if required without any price rise.
11. 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 at Bhubaneswar only under the jurisdiction of Odisha High Court.

SENIOR MANAGER (MECH)

Memo No. OCC / BBEP /

Dated

Copy submitted to the Managing Director / Director Mechanical, OCC Ltd., Unit-VIII, Gopabandhu Nagar, Bhubaneswar-751012 for favour of kind information and necessary action.

SENIOR MANAGER (MECH.)

Memo No. OCC / BBEP /

Dated

Copy submitted to the General Manager (Mech.),OCC Ltd., Central Workshop / General Manager(Mech.), E&M, OCC Ltd., Central Workshop, Rasulgarh,Bhubaneswar-751010 for favour of information & necessary action.

SENIOR MANAGER (MECH.)

Contd.....

Memo No. OCC / BBEP /

Dated

Copy of tender document forwarded to the Senior System Manager, System Business Division, Odisha Construction Corporation Ltd., Unit-VIII, Gopabandhu Nagar, Bhubaneswar-751012 through e-mail for information with request to host the above tender call notice in websites of OCCL .

Memo No. OCC / BBEP /

**SENIOR MANAGER (MECH.)
Dated**

Copy to notice board, Head Office, Odisha Construction Corporation Ltd., Unit-VIII, Gopabandhu Nagar, Bhubaneswar-751012 / Notice Board, Central Workshop, Rasulgarh, Bhubaneswar-751010 for wide circulation.

SENIOR MANAGER (MECH.)

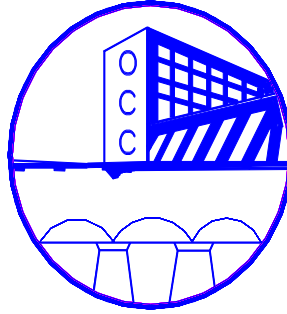
ODISHA CONSTRUCTION CORPORATION LTD.

(A GOVERNMENT OF ODISHA UNDERTAKING)

BAGH BARRAGE ERECTION PROJECT,

CENTRAL WORKSHOP, RASULGARH,

BHUBANESWAR - 751010



DESIGNED TO EXCEL

TENDER DOCUMENT

Tender Call Notice No.OCC/BBEP/ 01 / 2021-22 dated 17.11.2021

Name of work:

MODIFICATION AND RECTIFICATION OF 13 (THIRTEEN) NOS. OF TRESTLE FACILITATE ERECTION OF CROSS GIRDERS INCLUDING COST OF CONSUMABLES REQUIRED MACHINERY, LABOURS, ACCESSORIES, TOOLS & TACKLES ETC. TO COMPLETE THE WORK AS PER DIRECTION OF ENGINEER-IN-CHARGE AT BAGH BARRAGE ERECTION PROJECT, SAGADA, BOUDH.

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

Signature of "Job-worker" with
full name, date and seal

Signature of "Engineer-in-Charge"
with date and seal

Particulars of Tender document issue

ODISHA CONSTRUCTION CORPORATION LTD.

(A GOVERNMENT OF ODISHA UNDERTAKING)

BAGH BARRAGE ERECTION PROJECT,

CENTRAL WORKSHOP, RASULGARH,

BHUBANESWAR - 751010

Date of issue of tender document

Tender Call Notice No. OCC/BBEP/ 01 / 2021-22 dated 17.11.2021

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)

Rs. 2000/- + GST @ 18% Rs. 360/- = Rs. 2360/-
(Rupees two thousand three hundred sixty) only by hand /
& Postal/ Courier charges of Rs.100/- = Rs.2460/-
(Rupees two thousand four hundred sixty) only by
Registered Post /Speed Post / Courier

Signature of "Job-worker" with
full name, date and seal

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Signature of "Engineer-in-Charge"
with date and seal

**OFFICE OF THE SENIOR MANAGER (MECH.),
ODISHA CONSTRUCTION CORPORATION LIMITED,
(A GOVT. OF ODISHA UNDERTAKING)
BAGH BARRAGE ERECTION PROJECT,
CENTRAL WORKSHOP, RASULGARH,
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2. The tender documents may be purchased from Office of the Senior Manager (Mech.), OCCL, Bagh Barrage Erection Project, Central Workshop, Rasulgarh, Bhubaneswar-10 during office hours from **17.11.2021** to **25.11.2021** except Sundays and holidays (up to **1.00 PM of 25.11.2021**) 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”**.
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Signature of “Job-worker” with
full name, date and seal

Signature of “Engineer-in-Charge”
with date and seal

5. Intending tenderers are required to furnish the following along with their tenders.
 - (i) Copy of valid GSTIN registration.
 - (ii) Copy of valid labour license.
 - (iii) Copy of valid registration certificate with Employees Provident Fund Authority.
 - (iv) Copy of valid ESI registration certificate issued by competent authorities.
 - (v) Copy of PAN card
 - (vi) Copy of document indicating residential address
 - (vii) Copies of documents on credentials and proofs in support of successful execution of similar nature and magnitude earlier.
 - (viii) Undertaking in prescribed format available in the tender document.
 - (ix) “Bid Security Declaration” in lieu of EMD in enclosed format on Job-Worker’s letter head.
 - (x) Complete tender documents 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.
 - (xi) Valid enlisted certificate issued by OCC Ltd. should be furnished.
6. The authority reserves absolute right to accept or reject any or all tenders without assigning any reason thereof.
7. The intending bidder(s) is / are to quote their rates in the enclosed blank price schedule format.
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 bidder may inspect site & proper understanding of work before submitting bid documents.
10. The validity of offer should be for a period of **120** (One hundred twenty) days from the date of opening of tenders. OCC Ltd. may be asked further extension of validity if required without any price rise.
11. 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 at Bhubaneswar only under the jurisdiction of Odisha High Court.

Signature of “Job-worker” with
full name, date and seal

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Signature of “Engineer-in-Charge”
with date and seal

TENDER DOCUMENT COST DEPOSIT PARTICULARS

DETAILS OF TENDER DOCUMENT SUBMITTED ALONG WITH TENDER

1. Cost of Tender Rs. **2360**/- (Rupees Two thousand three hundred sixty) only vide Demand Draft No. _____ Dated _____ issued by _____ Bank, _____ Branch _____
2. GSTIN Certificate
3. P.A.N. card
4. Names of relations in O.C.C. Ltd.
5. Any other documents.

Full signature of "Tenderer" with date and seal.

Signature of "Job-worker" with
full name, date and seal

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Signature of "Engineer-in-Charge"
with date and seal

**FORMAT OF BID SECURITY DECLARATION FROM JOB-WORKER IN LIEU OF EMD
(On Job-Workers Letter head)**

I/We, the authorized signatory of
M/s.....,participating in the
subject tender No.....for the item/Job of
.....,do hereby declare :

That in the event we withdraw/modify our tender during the period of validity Or I/we fail to execute formal contract agreement within the given timeline Or I/we commit any breach of Tender Conditions/Contract which attracts penal action and I/we will be suspended from being eligible for tendering/award of all future contract(s) of OCCL / Government of Odisha for a period of three years from the date of committing such breach.

Signature and Seal of Authorised Signatory
of Job-Worker

Name of Authorised

Signatory.....

Company

Name.....

Signature of "Job-worker" with
full name, date and seal

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Signature of "Engineer-in-Charge"
with date and seal

UNDERTAKING OF TENDERER

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 "Job-worker" with
full name, date and seal

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Signature of "Engineer-in-Charge"
with date and seal

SCOPE OF WORK FOR JOB-WORKER

1. The scope of OCCL shall be as under.

- (i) OCCL shall supply electricity at one point to the successful Job-worker.
- (ii) OCCL shall supply all fabricated items required for the job at site of work.

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

- (i) The Job-Worker shall supply consumables items like D/A gas, oxygen gas, welding electrode, welding cable, electric cables, cutting nozzles etc. required for the job at site of work.
- (ii) The Job-Worker will supply all machinery / equipments like suitable crane for unloading of transported fabricated / assembled materials and erection of the same at site of work, gas cutting set, magnetic drilling machine etc. required to complete the work.
- iii) The welding electrodes must be of reputed brand / Make with I.S.I specifications
- iv) Tools & tackles required for the job like chain pulley block wrench machine, lifting & pulling machine, scaffolding etc. shall be supplied by the Job-worker.
- v) Manpower having proper skill required for unloading, shifting & erection of fabricated & assembled materials shall be arranged by the Job-Worker.
- vi) Transport vehicle of suitable capacity for material handling shall be arranged by the Job-Worker.
- vii) No accommodation will be provided by OCC Ltd. The Job-worker has to arrange his own accommodation.
- viii) All safety measures are to be taken during execution of work and safety equipments / materials required to the work and working personnel are to be arranged by the Job-worker.
- ix) Electricity at one point shall be made available, however further requirements shall be arranged by the Job-worker.
- 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 "Job-worker" with
full name, date and seal

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Signature of "Engineer-in-Charge"
with date and seal

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 / Asst. Manager (Mech.), “OCCL”.
- iii) “CONTRACTOR” means the person / firm / organization having men, machinery, materials etc. to execute the work satisfactorily as per scope indicated herein within stipulated period.
- iv) “CLIENT” means the State Govt. or Central Govt. Organisation of any individual; from whom “OCCL” has received the work for execution.

2. AGREEMENT:

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

3. RATE:

The rate quoted by the tenderer is to be indicated in Rupees per Square Meter for two coats basis, which shall be valid for the full period of execution or till completion of work whichever is later. No escalation or price variation in whatsoever form shall be entertained. The rates quoted by the Job-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, lift, delift 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) 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 “Contractor” 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”.

5. SECURITY DEPOSIT(SD):

Security Deposit (SD) at the rate of 5 (five) % shall be deducted from 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.

Signature of “Job-worker” with
full name, date and seal

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Signature of “Engineer-in-Charge”
with date and seal

6. **INITIAL SECURITY DEPOSIT (ISD):**

The "Job-worker" shall deposit Initial Security Deposit (ISD) @ 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".

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. **INCOME TAX, GST ETC. :**

Income Tax at the prevailing rate from time to time will be deducted from each bill of the "Contractor" and shall be deposited with Income Tax Authorities. The Contractor will have to produce tax invoice against each bill for payment.

9. **WITH HELD AMOUNT FOR EPF AND ESI DUES:**

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

10. **RECORD OF MATERIALS, CONSUMABLES, MACHINERY, EQUIPMENTS, TOOLS, TACKLES ETC.**

The "Job-worker" shall be responsible for maintaining the date and complete record issue and consumption of materials and consumables as well as record of plants machinery, equipments, tools, tackles, etc. issued to him by the owner/ Corporation. The materials, plants machinery, equipments, tools, tackle etc. shall be issued as per requirement and availability only.

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

Signature of "Job-worker" with
full name, date and seal

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Signature of "Engineer-in-Charge"
with date and seal

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

11. **RETURN OF PLANT, MACHINERY, EQUIPMENTS, TOOLS, TACKLES, MATERIALS, CONSUMABLES ETC.:**

The plants, machinery, equipments etc. of the “Corporation” are to be returned by the “Contractor” 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.

12. **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”.

13. **ELECTRICITY**

Electricity if required for execution of work shall be provided by the Corporation and/or owner free of charges at one point only from where the Job-worker shall arrange further distribution with his own materials and labour.

14. **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”.

15. **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.

16. **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.

17. **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.

Signature of “Job-worker” with
full name, date and seal

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Signature of “Engineer-in-Charge”
with date and seal

18. **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.

19. **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”.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **RESPONSIBILITY OF CONTRACTOR:**

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.

Signature of “Job-worker” with
full name, date and seal

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Signature of “Engineer-in-Charge”
with date and seal

27. **PROGRESS OF WORK AND PENALTY**

The “Job-worker” shall 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 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” shall 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 shall be allowed to the “Job-worker” in this regard.

28. **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) %.

29. **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.

30. **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.

31. **SITE VISIT:**

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

Signature of “Job-worker” with
full name, date and seal

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Signature of “Engineer-in-Charge”
with date and seal

32. **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.**

33. **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.

34. **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 endeavours to resolve all disputes amicably through conciliation and in all such cases, the decision of the Managing Director, “OCCL” shall be final and binding on the “Corporation” as well as on the “Job-worker” failing which all such disputes arising out of the agreement shall be subject to jurisdiction of Hon’ble High Court of Odisha at Cuttack and their sub-ordinate courts at Bhubaneswar only. Both the parties agree by mutual consent that any dispute relating to this agreement is barred from arbitration.

Signature of “Job-worker” with
full name, date and seal

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Signature of “Engineer-in-Charge”
with date and seal

**OFFICE OF THE SENIOR MANAGER (MECH.)
ODISHA CONSTRUCTION CORPORATION LTD.
(A GOVT. OF ODISHA UNDERTAKING)
BAGH BARRAGE ERECTION PROJECT,
CENTRAL WORKSHOP, RASULGARH, BHUBANESWAR – 10.**

To be furnished in original

Tender Call Notice No. OCC/BBEP/ 01 / 2021-22 dated 17.11.2021

BILL OF QUANTITY AND PRICE SCHEDULE

For the work “Modification and rectification of 13 (Thirteen) nos. of trestle facilitate erection of cross girders including cost of consumables required machinery, labours, accessories, tools & tackles etc. to complete the work as per direction of Engineer-in-Charge at Bagh Barrage Erection Project, Sagada, Boudh.” vide TCN No. OCC/BBEP/ 01 / 2021-22 dated 17.11.2021

Sl. No.	Description of work	Unit	Qty.	Rate per unit				Total amount for full quantity	
				In figure (in ₹)	In words	GST as applicable in % & in ₹	Total per unit in ₹	In figure in ₹	In words
1	2	3	4	5	6	7	8=(5+7)	9=(8X4)	10
A	Modification and rectification of 13 (Thirteen) nos. of trestle facilitate erection of cross girders including cost of consumables required machinery, labours, accessories, tools & tackles etc. to complete the work as per direction of Engineer-in-Charge at Bagh Barrage Erection Project, Sagada, Boudh.	No.	13						

Signature of “Job-worker” with
full name, date and seal

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Signature of “Engineer-in-Charge”
with date and seal