

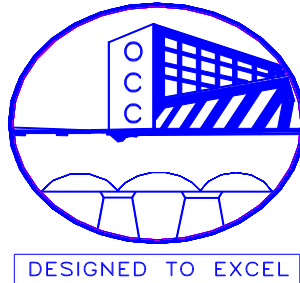
# ODISHA CONSTRUCTION CORPORATION LTD.

(A GOVERNMENT OF ODISHA UNDERTAKING)

## Deo Gate Works Projects

Qtr. No. - E-3, Tato Irrigation Colony, At/Po-Tato, Mayurbhanj-757036.

Email. Id- smdeogateworks@gmail.com



### QUOTATION DOCUMENT

Quotation call notice No. OCC/DGWP/ 06 / 21-22 dated-11 .12.2021

### **Name of work:**

**LABOUR CHARGES FOR ERECTION OF STRUCTURAL STEEL WALKWAY AT RIGHT EARTH DAM TO RIGHT HEAD REGULATOR STRUCTURE UNDER DEO GATE WORKS PROJECT, MAYURBHANJ -757036.**

(This Quotation document contains 16 (SIXTEEN ) sheets including this cover page )

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

Sd/- B.K. Dash  
Senior Manager(Mech.)  
Deo Gate Works Project

## Particulars of Quotation document

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

(A GOVERNMENT OF ODISHA UNDERTAKING)

### **Deo Gate Works Projects**

Qtr No. - E-3, Tato Irrigation Colony, At/Po-Tato, Mayurbhanj-757036

Email.Id- smdeogateworks@gmail.com

Date of issue of Quotation document .....

Quotation call notice No. OCC/DGWP/ 06 /21-22 dated-11.12.2021

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 Quotation paper (Non-refundable) = Rs.600/- + CGST @ 9% Rs.54/- + SGST @ 9% Rs.54/-  
= Rs.708/-(Rupees Seven Hundred Eight) only.

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

Sd/- B.K. Dash  
Senior Manager(Mech.)  
Deo Gate Works Project



**ODISHA CONSTRUCTION CORPORATION LIMITED**  
(A Government of Odisha Undertaking)

**OFFICE OF THE SENIOR MANAGER (Mech.),**

**Deo Gate Works Project,**

**Qtr No. - E-3, Tato Irrigation Colony, At/Po-Tato, Mayurbhanj-757036**

**Email.Id- smdeogateworks@gmail.com**

**Quotation call notice No. OCC/DGWP/ 06 /21-22 dated-11 .12.2021**

**Name of work: LABOUR CHARGES FOR ERECTION OF STRUCTURAL STEEL WALKWAY AT RIGHT EARTH DAM TO RIGHT HEAD REGULATOR STRUCTURE UNDER DEO GATE WORKS PROJECT, MAYURBHANJ - 757036.**

On behalf of M/s Odisha Construction Corporation Ltd. ("OCCL"), the Senior Manager (Mech.) Deo Gate Works Projects, Qtr No. – E-3, Tato Irrigation Colony , AT/Po- Tato, Mayurbhanj-757036 (Odisha) invites sealed Quotations from the enlisted job-workers of "OCCL" in M-IV grade and above for the following work(s). If not enlisted, agency is to get enlisted in OCC Ltd. as M-IV grade and above class of Job-Worker mandatory before opening of Quotation.

Sl. No.	Name of the work	Cost of document + CGST @ 9%+ SGST @ 9% in Rs.	Period of completion	Class of Job-worker
1	LABOUR CHARGES FOR ERECTION OF STRUCTURAL STEEL WALKWAY AT RIGHT EARTH DAM TO RIGHT HEAD REGULATOR STRUCTURE UNDER DEO GATE WORKS PROJECT, MAYURBHANJ - 757036.	600+54+54 = 708.00	30 (Thirty) Days	M-IV grade & above. If not enlisted, agency is to get enlisted in OCC Ltd. as M-III grade and above class of Job-Worker mandatory before opening of Quotation.

1. The Quotation document may be downloaded from OCCL website [www.odishaconstruction.com](http://www.odishaconstruction.com) and non-refundable cost of Quotation document amounting to **Rs.708/-** (Rupees Seven Hundred Eight ) only inclusive of CGST @ 9% & SGST @ 9% 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 filled Quotation document
2. **The SSI/NSIC/MSME units participating in Quotation are not entitled for exemption from payment of Quotation Paper costs as communicated vide DOWR Letter No. IIM-24/ 2018-14318/WR dated 24.05.2018 & Head Office, OCCL Letter No.5502/OCC/ CW-02/09(Vol-V)(WE) dated 30.05.2018.**
3. The Quotations must be submitted to the Senior Manager(Mech.), Odisha Construction Corporation Ltd., Deo Gate Works Projects, Qtr No-E/3 ,Tato Irrigation Colony At/Po- Tato, Mayurbhanj-757036(Odisha) on or before **3.30 PM** on **20.12.2021** and will be opened on the same day at **4.30 PM** in the presence of the Quotationers, who may like to be present. If there will be a public holiday on the last date of sale of Quotation document and receipt & opening of the Quotations as specified above, the Quotation document will be sold and Quotations will be received & opened on the next working day at the same time and venue.

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

**Sd/- B.K. Dash**  
**Senior Manager(Mech.)**  
**Deo Gate Works Project**

4. Intending Quotationers are required to furnish the following along with their Quotations.
- (i) Quotation document duly signed & stamped on each page.
  - (ii) Cost of quotation document in shape of D.D drawn on any nationalized bank.
  - (iii) Job worker must fill up the bid security declaration form in Lieu of EMD.
  - (iv) Copy of valid GST registration certificate.
  - (v) Copy of PAN card.
  - (vi) Copy of valid labour license.
  - (vii) Copy of valid registration certificate with Provident fund authority.
  - (viii) Copy of valid ESI registration certificate issued by comete3nt authorities.
  - (ix) Copy of valid enlistment certificate as job-worker in Grade M - IV and above issued by "OCCL".
  - (x) Copy off document indicating residential address.
  - (xi) Copies of documents on credentials and proofs in support of successful execution of works of similar Nature and magnitude earlier for qualifying criteria \*
  - (xii) Undertaking to mobilize workmen inside the premises of Central Workshop, OCCL, Rasulgarh, Bhubaneswar within 10(Ten) days from the date of issue of work order/letter of intent by "OCCL" \*
  - (xiii) Undertaking in prescribed format available in the quotation document. \*
  - (xiv) Copy of valid enlistment certificate as job-worker in M-IV Grade and above issued by "OCCL" \*
  - (xv) Detailed planning of men, machinery and materials for executing the work tendered herein \*
  - (xvi) Complete quotation document duly filled-in and signed on each page by the quotationer or his/their Power of attorney holder with date, full name, designation and official seal \*
5. The successful bidder shall have to execute the work as per scope of work, relevant drawings, technical specifications, terms and conditions of agreement & direction of Engineer-in-Charge.
6. The authority reserves absolute right to accept or reject any or all Quotations without assigning any reason thereof.
7. Any dispute arising out of this Quotation 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 Quotationer or his/their power  
of attorney holder with date, full name,  
designation and official seal**

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Senior Manager(Mech.)  
Deo Gate Works Project**

## Quotation cost and Document deposit particulars

### DETAILS OF QUOTATION COST AND DOCUMENTS SUBMITTED ALONG WITH QUOTATION

1. GST registration Certificate
2. P.A.N. card
3. Names of relations in O.C.C. Ltd.
4. Quotation paper cost amounting Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ ) only vide Demand Draft No. \_\_\_\_\_ Dated \_\_\_\_\_ issued by \_\_\_\_\_ Bank \_\_\_\_\_ Branch \_\_\_\_\_.
5. Any other documents.

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## 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.

**Full Signature of "Quotationer" with date and seal**

**Present address for correspondence**

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

**Sd/- B.K. Dash  
Senior Manager(Mech.)  
Deo Gate Works Project**

# **SCOPE OF WORK**

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

- i. OCCL shall supply electricity at one point to the successful Job-Worker if supply source is available.
- ii. OCCL shall supply all fabricated / assembled items, bought out materials required for the job at site of work.
- iii. OCCL shall provide welding electrodes.
- iv. OCCL shall provide suitable crane for unloading of transported fabricated / assembled heavy materials only and erection of the same 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 cables, electric cables, cutting nozzles welding holders etc. required for the job at site of work.
- ii. The Job-Worker will supply all machinery / equipments like, welding machine, gas cutting set magnetic drilling machine, grinding machines etc. required to complete the work.
- iii. Tool & tackles required for the job like chain pulley block, winch machine, lifting & pulling machine, scaffolding etc. and miscellaneous T & P items required for fitter, shall be supplied by the Job-Worker.
- iv. Manpower having proper skill required for unloading, shifting & erection of fabricated & assembled materials shall be arranged by the Job-Worker.
- v. No accommodation will be provided by OCC Ltd. The Job-Worker has to arrange his own accommodation.
- vi. Required foundations concreting of columns are to be done by the job worker as per instruction of the Engineer in charge.
- vii. All safety measures are to be taken up during execution of work and safety equipments / materials required to the work and working personnel are to be arranged by the Job-Worker.
- viii. The Job-Worker shall arrange water / hutments for his workmen at site along with watch and ward of the materials / machinery of OCCL.
- ix. Electricity at one point shall be made available, however further extension shall be arranged by the Job-worker. In absence of Power source the Job-Worker will engage its own D.G set of suitable capacity with fuel and operator to continue with the work.
- x. Any other unforeseen items / requirement at site of work shall be supplied by the Job-Worker.
- xi. The Job-Worker shall adhere to the COVID-19 guide lines issued time to time by Govt. Strictly.

**Signature of Quotationer or his/their power  
of attorney holder with date, full name,  
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Senior Manager(Mech.)  
Deo Gate Works Project**

# GENERAL TERMS AND CONDITIONS

## 1. DEFINITIONS

- (i) **“CORPORATION”** means **“ODISHA CONSTRUCTION CORPORATION LTD. (“OCCL”in short)”** with registered office at Unit-8, Gopabandhu Nagar, Bhubaneswar – 751 012(Odisha) represented through its Managing Director or any other officer as designated by the “Corporation” from time to time.
- (ii) **“ENGINEER-IN-CHARGE”** means the qualified engineer deployed by the “Corporation” at work site for the work including the Senior Manager(Mech.) , Odisha Construction Corporation Ltd.,Deo Gate Works Project,Qtr No. E-3 Tato Irigation Colony Mayurbhanj (Odisha) or their authorized person”.
- (iii) **“JOB-WORKER”** means the enlisted person/firm/organisation having men, machinery, materials etc. to execute the work satisfactorily as per scope indicated herein within stipulated period.
- (iv) **“CLIENT”** means the State Govt. or Central Govt. organization or any individual from whom “OCCL” has received the work(s) 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 quotationer is to be indicated in Rupees (Rs.), 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.

## 4. PAYMENT TERMS

- i) 90(Ninety)% payment shall be made against submission of running account bills by the “Job-worker” and verification by the “Engineer-in-Charge”.
- ii) Balance 10(Ten)% shall be paid after 60(Sixty) days from the date of payment of 90(Ninety)% subject to satisfactory performance of the work.
- iii) No advance, price escalation and price adjustment shall be paid for the work. The rates shall remain firm throughout 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.

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**5. INTIAL 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. The job worker can undertake for deduction of ISD at the rate of 2(Two) % from his RA bills.

**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. 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.

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

The "Job-Worker" shall ensure optimum utilization of the plants, machinery, equipments, tools, tackles, consumables, steel materials etc. and shall not create any hindrance for others.

The decision of the "Engineer-in-Charge" regarding the optimum requirement shall be final and binding on the "Job-Worker".

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

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

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

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

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

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

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

Any damage to/ by the plants, machinery, equipments, tools, tackles etc. during use by the "Job-Worker" shall be booked to the "Job-Worker" for recovery from his bills.

The balance unused/excess cement, steel materials, balance consumables etc. of the "Corporation", if any, shall be returned by the "Job-Worker" in good condition at specified places as per direction of the "Engineer-in-Charge" failing which the cost at 5(Five) times the market rate shall be deducted from the "Job-Worker".

**11. ELECTRICITY**

Electricity required for execution of work by the "Job-Worker" for "OCCL" shall be provided by the "Corporation" free of charges at one point only from where, the "Job-Worker" shall arrange further distribution with his own materials and labour. If source of electricity is not available at a comfortable distance, The job worker has to arrange his D.G of suitable capacity with fuel and operator to continue with the work.

**12. 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 bind on the "Job-worker".

**13. INDIAN STANDARDS, DRAWINGS AND SPECIFICATIONS**

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

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

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

**14. PAYMENT TO WORKMEN**

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

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Senior Manager(Mech.)  
Deo Gate Works Project**

**15. 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".

**16. 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.

**17. 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.

**18. 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.

**19. LABOUR LICENCE**

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

**20. 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".

**21. 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".

**22. PROVIDEND FUND (PF)**

Employees Provident Fund., wherever applicable, shall be payable by the "Job-Worker" as per the Provident Fund Rules in force and shall keep the "Corporation" indemnified for it. He should get the registration number for this from the Regional Provident Fund Commissioner, Orissa. 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".

**23. 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 should get the Registration Number for this from the E.S.I. Deptt., Orissa. He shall produce the records in support of payment of ESI dues to the "Engineer-in-Charge" for check and record.

**24. 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.

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Senior Manager(Mech.)  
Deo Gate Works Project

**25. 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.

**26. 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.

**27. 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".

**28. 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.

**29. 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.

**30. 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, cement, steel materials etc. of the "Corporation" and owner at his own cost.

**31. AUTHORISED PERSON**

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

**32. QUANTITY DEVIATION**

The authority reserves the right to increase or decrease the quantity of work mentioned in the quotation document without assigning any reason thereof and no claim whatsoever will be entertained on this account. The quantity as per agreement may also increase or decrease as per actuals.

**33. 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 Quotationer or his/their power  
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Senior Manager(Mech.)  
Deo Gate Works Project**

**34. 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.

**35. 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.

**36. PROGRESS OF WORK AND PENALTY**

The “Job-Worker” will achieve the desired progress as per program.. If the “Job-Worker” fails to achieve the contracted quantity every month as per program, 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 offload 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.

**37. 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.

**38. 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”.

**39. RIGHT OF THE “CORPORATION”**

The “Corporation” reserves the right to cancel a particular quotation call or all quotation calls without assigning any reason thereof. The items can be splitted among two or more quotationers at any stage. The offer of any quotationer or all may be cancelled without assigning any reason thereof. The requirement shown in any quotation call notice are only indicative and may vary.

**40. SUB-LETTING**

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

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

**Sd/- B.K. Dash  
Senior Manager(Mech.)  
Deo Gate Works Project**

**41. 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 actual to arrive at the extra items rates.

**42. FORCE MAJEURE:**

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

**43. 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 Orissa 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 Quotationer or his/their power  
of attorney holder with date, full name,  
designation and official seal**

**Sd/- B.K. Dash  
Senior Manager(Mech.)  
Deo Gate Works Project**

**FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD**

**(In Bidders 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 bid during the period of validity or I/we commit any breach of Tender Condition / Contract which attracts penal action and I/we will be suspended from being eligible for bidding/ award of all future contract(s) of Odisha Construction Corporation Limited, Bhubaneswar, Odisha for a period of six months from the date of committing such breach.

Signature and seal of Authorized Signatory of bidder

Name of Authorized Signatory.....

Company Name.....

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

**Sd/- B.K. Dash  
Senior Manager(Mech.)  
Deo Gate Works Project**

**ODISHA CONSTRUCTION CORPORATION LIMITED**  
(A GOVT. OF ODISHA UNDERTAKING)  
Qtr No. – E-3,Tato Irrigation Colony, At/Po-Tato, Mayurbhanj-757036  
Email.Id- [smdeogateworks@gmail.com](mailto:smdeogateworks@gmail.com)

**DETAILED SPECIFICATION AND PRICE SCHEDULE FOR**

**“LABOUR CHARGES FOR ERECTION OF STRUCTURAL STEEL WALKWAY AT RIGHT EARTH DAM TO RIGHT HEAD REGULATER STRUCTURE UNDER DEO GATE WORKS PROJECT,MAYURBHANJ -757036.**

**VIDE QCN No.OCC/DGWP/ 06 /21-22 DATED- 11 .12.2121 DATE OF OPENING- 20 .12.2021**

Sl. No	Description of items (As per drawings)	Unit	Total Quantity required in Unit	Rate per each unit				Total Amount for full quantity required in Rs.	
				Basic per unit	GST as applicable in Rs. Per Unit	Total in figures in Rs. Per unit	Total in words in rupees per unit	In figures	In words
1	2	3	4	5	6	7	8	9	10
1.	LABOUR CHARGES FOR ERECTION OF STRUCTURAL STEEL WALKWAY AT RIGHT EARTH DAM TO RIGHT HEAD REGULATER STRUCTURE UNDER DEO GATE WORKS PROJECT,MAYURBHANJ -757036.	MT	7.8						
2	FOUNDATIONS CONCRETING OF COLOUMS (M-30 GRADE) AS PER APPROVED DESIGN MIX.	CUM	01						

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

Sd/- B.K. Dash  
Senior Manager(Mech.)  
Deo Gate Works Project