

ODISHA CONSTRUCTION CORPORATION LTD. (A Govt. of Odisha Undertaking

SUBARNAREKHA CANAL GROUP OF PROJECTS

TENDER DOCUMENT

Tender Call Notice No.: OCC/ 05 /2022-23 dt.06.05.2022

Name of work:"Construction of Coffer Dam at Jambhira Left & Right HR at Deuli in the district of
Mayurbhanj

Tender Document Sold To: -	Sri/Smt/ M/s	

Signature of Senior Manager, Subarnarekha Canal Group of Projects

Period of sale / download of Tender paper 06.05.2022 to 17.05.2022 up to 01.00 PM

Dropping of Tender Paper at Subarnarekha Canal Group of Projects OCCL on dt. 17.05.2022 up to 02.00 PM

Opening of Tender on dt 17.05.2022 at 03.00 PM

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ODISHA CONSTRUCTION CORPORATION LIMITED

(A Govt. of Odisha Under taking)

SUBARNAREKHA CANAL GROUP OF PROJECTS, LAXMIPOSI, BARIPADA, DISTRICT - MAYURBHANJ

TENDER CALL NOTICE No. OCC/SCP/SM/ 05 /2022-23 Dt. 06.05.2022

1. On behalf of M/s Odisha Construction Corporation Ltd. ("OCCL"), the Senior Manager (Civil), O.C.C. Ltd., Subarnarekha Canal Groups of Projects, Baripada invites sealed tender on **percentage** (%) **rate basis** from the eligible class of Job-worker enlisted with "OCCL" for the work given below.

SI ·	Name of the work	Approxim ate Value of Work (In lakhs)	EMD to be deposited In lakhs	Cost of document + GST@ 18% in Rs.(non refundable)	Period of Completion	Class of Job worker
1	Construction of Coffer Dam at Jambhira Left & Right HR at Deuli in the district of Mayurbhanj	18.22 Lakhs	₹18,500/-	₹ 6000/-+ GST @ 18% i.e. ₹ 1080.00 =₹ 7080.00	02 (Two) Months	C-IV & above

- 2. The tender document can be obtained from office of the Senior Manager (Civil), O.C.C. Ltd, Subarnarekha Canal Groups of Projects, Baripada during office hour from Dt 06.05.2022 to Dt 17.05.2022 up to 01.00 PM. The bidder have to deposit the non refundable cost of tender paper specified for the work in the table as above in shape of cash/Demand Draft from any Nationalized / Schedule bank operative in Odisha, payable at Baripada in favour of Odisha Construction corporation Ltd. The Tender notice shall also be available on OCC Ltd. website at www.odishaconstruction.com. Interested Bidders may obtain further information, if any, from the undersigned.
- 3. The tender must be accompanied with EMD (Earnest Money Deposit) of the amount specified for the work in the table as above drawn in shape of Demand Draft from any Nationalized / Scheduled Bank operative in Odisha, payable at Baripada in favour of Odisha Construction Corporation Ltd. and should be valid for a minimum period of 90 (ninety) days from the date of tender call notice / opening.
- 4. The tender to be received at the office of the Senior Manager (Civil), O.C.C. Ltd, Subarnarekha Canal Groups of Projects, Baripada up to 02.00 PM on dated 17.05.2022 and to be opened in the office of the Senior Manager (Civil), O.C.C. Ltd, Subarnarekha Canal Groups of Projects, Baripada at 03.00 PM on same date in presence of bidders or their authorized representatives, who may like to be present. If there will be a public holiday on the last date of receipt & opening of the tenders as specified above, the tender documents shall be received & opened on the next working day at the same time & venue.
- 5. Intending bidders are required to furnish the following documents duly signed by the bidder along with their tender.
 - (i) Copy of up-to-date valid STCC/ GST/ ITCC clearance
 - (ii) Copy of PAN card

- (iii) Copy of valid enlistment certificate as Job Worker issued by "OCCL".
- (iv) Copy of EPF registration, if any.
- (v) Copy of No Relation certificate.
- (vi) Copy of M.R./ D.D. in support of paper cost.
- (vii) E.M.D. in shape of D.D.
- (viii) Affidavit in support of authenticity of document (Sl No.-8)
- 6. The tender (sealed cover) must be super scribed "Tender Call Notice No. OCCL/ 05 /2022-23, Dt. 06.05.2022and name of work" on the envelope clearly & dropped in the tender box kept in office of the Senior Manager (Civil), O.C.C. Ltd, Subarnarekha Canal Groups of Projects, Baripada. The sealed tender duly filled in properly must be signed by the Job-worker in each & every page with a token of acceptance of terms, conditions, specifications as lay down in the tender. All other credentials/documents submitted by the bidder along with this tender document must also be signed by him in each & every page.
- 7. Additional performance Security shall be deposited by the lowest bidder after finalization of tender. In such case, the lowest bidder shall be informed to deposit the differential amount i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security in shape of Demand Draft only in favour of the Odisha Construction Corporation Limited payable at Baripada within 7 days of receipt of letter from the competent authority failing which the bid will be cancelled and the EMD amount shall be forfeited. In addition to the above, the bidder will be blacklisted.
- 8. The bidder shall have to furnish an affidavit in support of the authenticity/ genuineness of the documents/certificates and credentials along with the tender document. In case of production of forged document, penalty shall be imposed and their tender will be rejected and their enlistment with the Corporation will be cancelled. The authority reserves the right to verify the authenticity of documents in case of any doubt or complain.
- 9. The tender received will remain valid for 90 (Ninety) days from the date of receipt of tender and the validity of tender can also be extended if agreed to by the bidder and OCCL.
- 11. The Job- Worker are to quote the % (percentage) excess or less or at par of the amount put to tender in the bill of quantity & price schedule in the format enclosed with the tender document. For evaluation, the rate quoted in words shall be taken, if there is any difference in figure and words in tender document. If the rate quoted by the bidder is **less than 15%** of the tendered amount then such a bid shall be rejected & the tender shall be finalized basing on merits of rest bids. But if more than one bid is quoted **at 14.99%** (Decimals up to two numbers will be taken for all practical purposes) less than the tendered cost, the tender accepting authority will finalize the tender through a transparent lottery system, where all bidders *I* their authorized representatives, the Senior Manager (Civil) / authorized person of Senior Manager (Civil) will remain present.
- 12. The Job-Worker shall have to execute work as per Conditions of Contract & as per direction of Client from whom work has been awarded to OCCL.
- 13. The authority reserves the absolute right to accept or reject any or all tender and to split up work to award one or more Job-workers without assigning any reason thereof.

14. Any dispute arising out of the above tender call notice shall be subject to Jurisdiction of Hon'ble High Court of Odisha at Cuttack and their sub-ordinate courts at Bhubaneswar only.

For Odisha Construction Corporation Ltd.

Sd/-

Senior Manager (Civil),

Memo No. **354** /OCC /SCP/SM, Dt. 06.05.2022

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

Sd/-

Senior Manager(Civil)

Memo No. **355** / OCC /SCP/SM, Dt. 06.05.2021

Copy submitted to the General Manager (Civil), OCC Ltd., Laxmiposi, Baripada / Senior Manager (Civil) OCC Ltd, Project Management-II, Head Office, Bhubaneswar/ Senior Manager (Civil) OCC Ltd, Deo Irrigation Project, Karanjia for favour of kind information and wide circulation.

Sd/-

Senior Manager(Civil)

Memo No. **356** / OCC /SCP/SM, Dt. 06.05.2022

Copy along with soft copy submitted to the Senior Manager, System Business Division, OCC Ltd. for information. He is requested to hoist the tender in OCC website.

By email- nanda8038@yahoo.com

Sd/-

Senior Manager (Civil)

Memo No. 357 / OCC /SCP/SM, Dt. 06.05.2022 Copy to Notice Board of OCC Ltd., Baripada

Sd/-

Senior Manager (Civil)

CERTIFICATE OF RELATIONSHIP

I/We hereby certify that I/We* am/ are* related/ not related* to any officer of Odisha Construction Corporation Ltd. of the rank of Manager & above and any officer of the rank of Assistant / Under Secretary and above of the Works Department, Govt. of Odisha I/We* am/are* aware that, if the facts subsequently proved to be false, my/our* contract will be rescinded with forfeiture of E.M.D and security deposit and I/We* shall be liable to make good the loss or damage resulting from such cancellation.

I//we also note that, non-submission of this certificate will render my / our Bid liable for rejection.

Signature of the Job worker

* Strike out which is not applicable

Odisha Construction Corporation Ltd. BHUBANESWAR

Particulars of payment of Tender document cost (To be filled up by the Job Worker)

Tender call notice No. OCC/ 05 /2022-23 dt._06.05.2022 Full name & address of Job worker/ Contractor/ Bidder:-

or each ty	pe c	of above	
(Bank)	in	favour	of
-			or each type of above (Bank) in favour

EMD and document deposit particulars

(To be filled up by the Job Worker)

<u>DETAILS OF EARNEST MONEY DEPOSIT (EMD), AND DOCUMENTS SUBMITTED ALONG WITH TENDER</u>

1.	EMD amount Rs	(Rupees	
	only vides A/C Payee D.D N	loDated	issued by
		Bank,	_ Branch ir
	favour of Odisha Construction Co	orporation Ltd payable at Baripada	
2.	GSTIN Clearance Certificate		
3.	P.A.N. card		
4.	Any other documents. (As per th	e Tender Call Notice)	
		Full signature of "Job worker" with dat	te and seal

FORM OF AFFIDAVIT

AFFIDAVIT

	do hereby solemnly affirm as follows:
i)	That, I/We, am/are enlisted with OCC Ltd. as Job worker/agency under category C- and my/ our
	Enlistment No. is C valid upto
ii)	I/We have submitted tender for the work "Construction of Coffer Dam at Jambhira Left &
	Right HR at Deuli in the district of Mayurbhanj" as per terms and conditions of the tender
	document.
iii)	I/We have thoroughly understood the terms and conditions and provisions of the tender document
	and accordingly have quoted the rates. I/We understand that the quoted rates will remain firm and
	binding on me/us throughout the construction period of the work and no price escalation &
	differential cost will be payable to me/us.
iv)	I/We have inspected the site, examined the site and working conditions and have thoroughly
	appraised myself/ourselves about all aspects of the work and the involvements/difficulties /
	bottlenecks. I/We will not raise any claim on account of this or any information not being available
	with me/us before quoting.
v)	I/We hereby undertake that I/We being an enlisted agency of OCC Ltd. will not raise any
	dispute/litigation in respect of execution of the work or on any issue with the Corporation in the
	event of the work being awarded to us and in all such issues the decision of the management of
	OCC Ltd. will be final and binding on us.
vi)	I am authorized on behalf of job worker to tender for the work/works mentioned above.
vii)	I am swearing in this affidavit that all the informations furnished in the Tender documents and
	accompanying papers, those being submitted by me are all authentic and bonafied in the eyes of the
	law of the land.
	That, the facts stated in the affidavit are true to the best of my knowledge and belief.
	(Signature of Job Worker) Name: Address:

GENERAL TERMS AND CONDITIONS

1. <u>DEFINITIONS</u>

- (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 engineer of the "Corporation" who will be in the charge of the work.
- (iii) "JOB WORKER" means the enlisted 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. organization or any individual from whom "OCCL" has received the work for execution.

1. 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 percentage rates quoted by the tenderer 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 "Job worker" shall quote the rates percentage basis to complete the works as per specifications inclusive of all transportation, handling, loading, unloading, 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, No price escalation and price adjustment shall be paid for the work. The rates shall remain firm throughout the agreement period.
- (ii) The payment to the "Job worker" shall be limited to the measurements taken and accepted by the client. The "Job worker" cannot raise any dispute over the measurements allowed by the "Engineer-in-Charge" for the purpose of payment.
- (iii) The Job worker will bear the full cost of rectification or replacement of works required as per direction of "Client" or "Engineer-in-Charge".
- (iv) Any penalty levied by "Client" on "OCCL" due to delay in work will be borne by the "Job worker" in full, if the "Job worker" is responsible for delay.

5. INITIAL SECURITY DEPOSIT (ISD)

The "Job worker" shall deposit Initial Security Deposit (ISD) at the rate of 2(Two) % of the work/agreement value on receipt of letter of intent of work within a period of 15 days from the date of issue

but before execution of agreement. After receipt of the full ISD, the EMD received along with the tender shall be returned.

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

6. <u>SECURITY DEPOSIT (SD)</u>

The Security Deposit (SD) at the rate of **3(Three)** % shall be deducted on the gross amount of each bill of the "Job worker". The security will be released after 12(Twelve) 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. <u>ADDITIONAL SECURITY DEPOSIT</u>

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

The additional Security Deposit shall be deducted in addition to normal security deposit. Such defects shall be rectified by the "Job worker" within such period as the "Engineer-in-Charge" may fix-up and if the "Job worker" fails to rectify the defects within the specified period, this shall be rectified by the "Engineer-in-Charge" at the cost and risk of the "Job worker". The expenses so incurred in the rectification of the defective works and/or unsatisfactory work done by the "Job worker" shall be recovered from the bills or any other dues of the "Job worker" or otherwise as per law. In this connection, the decision of the "Engineer-in-Charge" shall be final and binding on the "Job worker". The additional security deposit shall be released in full, when the "Job worker" rectifies the defects in time at his cost.

8. WITH HELD AMOUNT FOR EPF, FPF AND ESI DUES

2(Two) % shall be deducted and kept withheld from R.A. bills of the "Job worker" towards EPF, FPF and ESI dues. If the "Job worker" produces either a 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 then the above withheld amount shall be released. Otherwise, the "Corporation" shall deposit the same with Provident Fund Authority and ESI Authority. Defects, if any, shall be recovered from the "Job worker".

9. INCOME TAX, GST, CESS OTHER TAXES, DUTIES, LEVIES ETC.

- (a) Income tax @ 1% to 2% or 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.
- (b) T.D.S. on GST @ 2% (1% towards SGST + 1% towards CGST) to be deducted on basic value of R.A. bill & deposited with concern Dept. by Corporation.
- (c) Cess shall not be deducted from Job workers R/A bills as item rates excluding Cess has been approved in working estimate.
- (d) Any other taxes, duties, royalties, levies etc. as applicable from time to time shall also be deducted.

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

The "Job worker" shall ensure optimum utilisation of the plants, machinery, equipments, tools, tackles, consumables, cement, 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".

11. <u>RECORD OF MATERIALS, CONSUMABLES, MACHINERY, EQUIPMENTS, TOOLS, TACKLES ETC.</u>

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 cement, steel materials 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 of materials to site of work and storage at site are the responsibility of the "Job worker".

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

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

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

The plants, machinery, equipments, tools, tackles, excess cement, 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".

13. <u>EMPTY CEMENT BAGS AND SCRAP STEEL MATERIAL</u>S/CUT PIECE RODS

The cost of empty cement bags against cement issued by "OCCL" shall be deducted by "OCCL" from the bills/dues of the "Job worker" @ Rs.3.75 (Rupees three and paisa Seventy Five) only per bag.

The scrap steel materials/cut piece rods generated during execution of work out of steel materials issued by "OCCL" shall be the property of the "Corporation". It is the responsibility of the "Job worker" to

collect and stack them at proper location/locations as per direction of the "Engineer-in-Charge". The "Job worker" shall be responsible for return of the same. An unaccounted loss of 0.5% shall be allowed. Balance has to be returned to the "Corporation". In case of non-return of the same, the cost as decided by the "Engineer-in-Charge" shall be recovered from the "Job worker".

14. ELECTRICITY

Electricity required for execution of work is to be arranged by the "Job worker" or the "Job worker" shall arrange generator for execution of works.

15. MEASUREMENT OF WORK

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

16. <u>INDIAN STANDARDS, DRAWINGS AND SPECIFICATIONS</u>

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

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

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

17. PAYMENT TO WORKMEN

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

18. WORKMEN COMPENSATION

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

19. INFORMATION OF WORKMEN

The "Job worker" will make his own arrangements for 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.

20. <u>STATUTORY REQUIREMENTS</u>

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.

21. MINIMUM AGE OF WORKMEN

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

22. LABOUR LICENCE

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

23. MINIMUM WAGE ACT

The "Job worker" shall pay wages of each labour at the rate not less than the wages as per Minimum Wages Act in force and as may be 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".

24. NON-PAYMENT OF DUES OF LABOURERS

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

25. 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".

26. <u>EMPLOYEES STATE INSURANCE SCHEME (ESI)</u>

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., Odisha. He shall produce the records in support of payment of ESI dues to the "Engineer-in-Charge" for check and record.

27. WORKMEN INSURANCE

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

28. <u>HUTMENTS/TEMPORARY ACCOMMODATION</u>

The "Job worker" has to arrange hutments/temporary accommodation for his own labourers/workmen at the work site at his own cost.

29. IDLE LABOUR

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

30. WORKING IN SHIFTS

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

31. <u>CLAIMS AND LIABILITIES</u>

All claims/liabilities etc. arising out of Explosives act and labour laws shall be borne by the "Job worker" and he shall keep the "Corporation" indemnified against them and also in case of injuries or death of labourer(s) resulting from accidents during the execution of the work. In case the "Corporation" will have to pay for any such claims under Workmen's Compensation Act, the same shall be adjusted from the pending bills/dues of the "Job worker" or shall be recovered otherwise as per law from him.

32. SAFETY

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

33. WATCH AND WARD

The "Job worker" shall arrange watch and ward and safety of 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.

34. 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 authorised person of the "Job worker" by way of loss of materials drawn, amenities availed, unpaid wages created etc. shall be considered as the liabilities of the "Job worker" and such liabilities shall be made good by the "Job worker" or it shall be recovered from the bill/payment due to him.

35. SPLITTING UP WORK

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

If "Corporation" desires, different agencies can be engaged at a single site of work for which each agency is to co-operate so that other agency does not face any difficulty in engagement of his machinery, equipments, vehicles etc.

36. BREACH OF CONTRACT

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

37. TERMINATION OF CONTRACT

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

38. RESPONSIBILITY OF JOB WORKER

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

39. PROGRESS OF WORK AND PENALTY

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

Sl. No.	Failure percentage(%)	Penalty percentage(%)		
(i)	Less than 10(Ten)%	1(One)% of value of defaulted quantity		
(ii)	Above10(Ten)% and upto 20(Twenty)%	2(Two)% of value of defaulted quantity		
(iii)	Above 20(Twenty)% and upto 30(Thirty)%	5(Five)% of value of defaulted quantity		
(iv)	Above 30(Thirty)%	To be asked to demobilise with penalty equivalent to 10(Ten)% of value of defaulted quantity. The "Engineer-in-Charge" will off-load the work and get the work done through any other agency or of its own at the risk and cost of the "Job worker". No claim will be allowed to the "Job worker" in this regard.		

40. REJECTION DUE TO BAD WORKMANSHIP

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

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

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

42. QUALITY ASSURANCE AND QUALITY CONTROL

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

43. SITE VISIT

The "Job worker", interested to participate in the tender, should visit the site of work and get himself acquainted with site conditions and quoted work before submitting the tender.

44. <u>DEVIATION OF PROVISIONS IN AGREEMENT</u>

The "Job worker" will not vary or deviate from the provisions in the agreement without obtaining prior permission in writing from the "Corporation".

45. RIGHT OF THE "CORPORATION"

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

46. APPROACH ROAD, HAUL ROAD ETC.

The approach road, haul road etc. if required, at site of work are to be constructed and maintained by the "Job worker" at his cost.

47. 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.

48. EXECUTION OF EXTRA ITEMS AND EXTRA QUANTITIES

All extra items are to be executed by the "Job worker" at current schedule of 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.

49. 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 unrobed power which prevent performance of the contract and which could not be foreseen or avoided by a prudent person.

50. <u>JURISDICTION</u>

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.

SPECIAL TERMS & CONDITIONS

- 1 The Job workers are required to inspect the site and satisfy themselves regarding availability of land for the work and other facilities for execution of same. It may be noted that, he is to complete the work within the time specified. Extension of time may be allowed if necessary. If the Job worker fails to complete the work within the scheduled time or leaves the work in complete, he will have no claim on the work so executed and in this matter the decision of the Engineer-in-Charge of the Corporation is final & binding.
- 2 The work has to be executed confirming to ISI / MoRT&H standards and specifications.
- The contract price will be inclusive of all ancillary works /jobs e.g. approach road to work site, desilting, gangways, chutes, ramps, ladders, scaffolding and any other such works, which will not be measured but are necessary for carrying out the proposed construction. No extra payments will be made to the job worker for such ancillary works/jobs.
- 4 The job worker will be fully responsible for the safety of the work, property and workmen. The job worker will provide proper insurance cover for the work and property against any damage due to accidents, construction, natural calamities or otherwise from the date of commencement till the end of defect liability period and also insurance cover against possible accidents and personal injuries to workers and workmen during the period of construction.
- 5 The job worker's rates will be inclusive of cost of all the materials (except Cement & Reinforcement) & hire running charges of machinery which will be procured and utilized by him as per the directions of the Engineer-in-charge and adhering to the work programme. In case, any hire machinery/ material is procured / purchased by OCC Ltd. and the same is handed over to the job worker for utilization in the work, the cost of such material(s) inclusive of cost of transportation and handling charges thereof will be recovered / deducted from the bills / dues of the job worker as per approve rate of corporation. The cement & reinforcement to be supplied by corporation at one point of work site but storage & watch ward will be borne by the Job worker.
- 6 During execution of the work, if it is required to carry out any extra item of work not provided in the BOQ the same will be executed by the job worker as per the directions of the Engineer-in-charge. The item(s) of work will be paid to the Job worker at schedule of rate for actual execution and the same will be binding on the Job worker.

1. BRIEF NOTES ON WORK

1.1. Work details-

- **1.1.1.** Estimated cost of work- Rs.18.22 (Excluding GST @ 12%)
- **1.1.2.** Time period for completion of work- **02** (**Tw0**) **Months**.
- **1.1.3.** Defect liability period- **One Year**.
- 1.1.4. Place of work- Jambhira Dam at Deuli in the district of Mayurbhanj.
- **1.1.5.** Scope of work- The work broadly comprises of the followings
 - **1.1.5.1.** Construction of coffer dam using suitable earth from borrow area
 - **1.1.5.2.** Provision of bamboo piling at the toe of coffer dam
 - **1.1.5.3.** Provision of placing sand bag along the slope of coffer dam
- **1.2. Work Program-** The successful bidder shall have to submit the work program at the time of execution of the Agreement. The work program shall be a part of the Agreement.
- **1.3. Execution of Agreement-** After acceptance of offer LOA (Letter of Acceptance) shall be issued to deposit ISD. Soon after deposit of ISD agreement (OCCL Works Contract Agreement) shall be executed in non-judicial stamp paper of value INR 100/-. The successful bidder has to purchase the non-judicial stamp paper for execution of agreement. In case of failure, the ISD deposited shall be forfeited.
- **1.4. Defect Liability Period-** The defect liability period shall as specified at clause 1.1.3 Within the defect liability period if any defect in work arises due to bad workmanship or poor quality of materials used, then that defect is to be replaced/ repaired by the Job Worker at his own cost.

1.5. Tools, Plants and Equipments

The Bidder shall have to arrange at his own cost all required tools and plants for successful execution of the work in all respect. The rates quoted by the Bidder should be inclusive of all the above expenses including running and maintenance charges, cost of consumables, etc. But excluding cost of cement & reinforcement steel.

1.6. Site condition & availability of material-

The bidder should inspect the site of proposed work as well as the quarries before quoting his rates to ascertain the site condition, availability of materials, availability of manpower and food stuffs etc. After ascertaining all the above the bidder should quote the rate. In every case the materials must comply with the relevant specification and sample of materials in sealed bag may be submitted for approval of the EIC before starting of the work. In no case extra payment shall be made beyond quoted/ negotiated rate.

1.7. Approved make / brand of materials:

The Bidder shall have to mobilize the materials for use in the work as per the following approved brand of materials. There should not be any deviation to it unless and otherwise specifically mentioned in the specifications in the tender schedule / agreement.

1.7.1. Bitumen: IOCL / BPCL/ HPCL

All other materials are to be used as per the specifications of BOQ

1.8. Statutory approval: It is the responsibility of the successful bidder to get the electrical installation approved after execution of the work by the respective statutory authority.

1.9. Extraneous Condition-

The tender containing extraneous conditions not covered by the NIT or Bid document are liable for rejection.

Sd/-Senior Manager (Civil)

2. SCOPE OF WORK

2.1. Work to be executed in accordance with specification, drawing & order:

The Job Worker shall execute the whole and every part of the work in the most substantial and workman like manner with respect to both materials and workmanship strictly in accordance to the specifications of the agreement. The Job Worker shall also confirm fully and exactly to the designs, drawings, and instructions in writing relating to the work signed by EIC and kept in his office and to which the Job Worker shall be entitled to have access at such office for the purpose of inspection during office hours. The Job Worker shall, if he so requires, be entitled at his own expense to make or cause to be made copies of all such specifications, designs, drawings and instructions as aforesaid.

2.2. Obligation for completion of the work:

- 2.2.1. It shall be the responsibility of the Job Worker to procure/ arrange all materials required for the work excluding procurement of steel, cement etc. (to be approved by the Engineer-incharge) from the market at his cost and complete the work within the stipulated time of completion as per accepted agreement. At no stage difficulty or obstacle for procurement of materials due to any reasons whatsoever shall be entertained by the department nor any plea for extension of time or compensation/claim to this effect shall be entertained on account of the above. The safe custody of the materials issued by OCCL or procured by the Job Worker will be sole responsibility of the Job Worker. All incidental expenses like transport, storage, handling of materials either issued by OCCL or procured by Job Worker for use in the work or any other expenditure relating to same shall be borne by the Job Worker.
- **2.2.2.** If the Job Worker backs out from the offer/ work before acceptance or during execution of the work on the pretext of non availability of materials then action shall be taken for forfeiture of all securities like EMD, ISD, SD and APS if any as per the provision at different clauses.

2.3. Job Worker to supply all Tools, Plant, ladder, scaffolding etc.

- **2.3.1.** The Job Worker shall supply at his own cost all tools, plant, appliances like pumps, vibrator, concrete mixture, road roller, water tanker and machineries, equipments, scaffolding etc. for execution of the work. This may be for the original, altered or substituted work. Any temporary work need to be executed for execution of the original work may be done by the Job Worker at his own expense.
- **2.3.2.** The Job Worker shall also supply the requisite number of persons with the means and materials necessary for the purpose of setting out works, counting, weighing and assisting in the measurement or examination at any time and from time to time for the work. Failing to do so, the same may be provided by the EIC at the expenses of the Job Worker and the expenses may be deducted from any money due to the Job Worker under the contract or from his Security Deposit.
- **2.3.3.** The Job Worker shall also provide all necessary fencing and lights required to protect the public from accident. The Job Worker shall be bound to bear the expenses of the defense of every suit, action or other proceedings of law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost of which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the Job Worker be paid to compromise any claim by any such person.

2.4. Materials to be supplied by the Job Worker/ supplied to the Job Worker:

OCCL shall not supply any materials except cement & reinforce steel to the Job Worker. The Job Worker has to mobilize all materials to execute the work as per the specification in the bid document/ agreement at his own cost including water. In case any materials are supplied to the Job Worker by OCCL then the materials so supplied shall remain absolute property of OCCL and the Job Worker shall not remove the materials from site on any account. The Job Worker shall keep his

store open for inspection of such materials by EIC or his subordinate. If the Job Worker removes any materials or stock so supplied to him from the site of the work in contravention of the provision of this clause with a view to dispose of the same dishonestly, he shall in addition to any other liability civil or criminal, arising out of this contract be liable to pay a penalty equivalent to five times the price of the said materials or stock according to the stipulated rate. The penalty so imposed shall be recoverable from any sum due at that time or at any time thereafter may become due to the Job Worker or from his security deposit. If such supply of materials is recoverable, then the cost plus 17.5% towards other charges shall be deducted from respective R/A Bill or Final Bill.

2.5. Work to be made open for inspection:

- **2.5.1.** All work in course of execution or executed in pursuance of the contract shall at all times be opened for inspection and supervision of the EIC and his subordinate. The Job Worker or his responsible agent duly accredited in writing shall at all times be present during inspection in working hours and at all other times with prior notice to receive orders and instruction. The Job Worker has to make all arrangements to assess the work front for inspection or measurement. Orders given to the Job Worker's agent shall be considered to have the same force as if they had been given to the Job Worker himself.
- **2.5.2.** The EIC or his subordinate Engineer will have the right to inspect the scaffolding and centering made for the work and can reject partly or fully such structure if found defective in their opinion.

2.6. Notice to be given before work is covered up:

The Job Worker shall give at least five days notice in writing to the EIC or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimension thereof be taken before the same is so covered up or placed beyond the reach of measurement. If any work shall be covered up or placed beyond the reach of measurement without such notice then same shall be uncovered at the Job Worker's expense, or in default thereof no payment shall be made for such unmeasured work.

2.7. Liable for damage done and imperfection made:

- **2.7.1.** If the Job Worker or his people break, deface, injure or destroy any part of a building in which they may be working or any adjacent building, road, fence, enclosure of grass land or cultivated ground on which the work or any part of it is being executed, the Job Worker shall make the same good at his own expense.
- **2.7.2.** If any damage shall happen to the work while in progress from any cause whatsoever or any imperfection become apparent in it within defect liability period from the date of final certificate of its completion, the Job Worker shall make the same good at his own expense.
- **2.7.3.** In both the cases if the agency fails to make good the same, the cost there to shall be recovered from any payment due to Job Worker including SD and ISD.

2.8. Engagement of Labourers, Workers.

The Job Worker shall have to engage required workers of different categories like unskilled, semi-skilled, skilled, and highly skilled manpower for execution of work. The workers should be capable and experienced to execute the work with proper workmanship and quality. The Job Worker shall adhere to all labour laws of Govt. of Odisha applicable to the work.

2.9. Quality Control:

2.9.1. OMC for whom corporation is working may engage third party consultant for quality testing of construction materials or any work component of work to ensure quality. In the test report, if the result deviates from approved specification, the Job Worker has to take action to replace the material / work at his own cost. In all other works the quality is to be ensured with respect to manufacturer's specification/ brand and any specialized testing if so required to be done by OCCL.

2.9.2. In case of design mix of concrete, the Job Worker has to undertake Mix Design at any Govt. / Institutional laboratory or any registered laboratory under guidance and monitoring of EIC at his own cost. In addition, the concrete cube test/ beam test required to ascertain the concrete quality shall have to be conducted by the Job Worker at his own cost. In case of any specific requirement as sought in tender like installation of laboratory by Job Worker etc., that is to be carried out by Job Worker at his own cost.

2.10. Rescission of Contract:

- **2.10.1. Action for non-commencement of work-** The Job Worker is supposed to start the work from the date of commencement mentioned in Work Order/ Agreement. In case the Job Worker does not commence the work within 25% of contractual time period or within two months which comes earlier from scheduled date of starting mentioned in the contract agreement/ work order, then the contract shall be rescinded with forfeiture of ISD deposited without serving further notice. In addition, action may be taken to debar/ disqualify the Job Worker in future tender of that Region for next two years.
- **2.10.2. Action for discontinuance of work/ abandoning the work -** In case, the Job Worker discontinue the work/ abandon the work within the scheduled timeframe or revised time-frame for more than 15 days, then the Job Worker shall be served with 10 days notice. If the Job Worker does not resume the work within said time period or does not submit justified reasons of discontinuance of work, then the contract can be rescinded taking following actions.
 - **2.10.2.1.** In that case the ISD, SD and APS if any shall be forfeited and in addition the Job Worker shall have to pay compensation equal to 20% of the value of remaining work. This compensation shall be recovered from any outstanding payable amount under this contract. In case the compensation exceeds payable amount, then the compensation shall be limited to payable amount.
 - **2.10.2.2.** In the event of the above course, a date and time shall be fixed for taking final measurement by EIC or his authorized Engineer in presence of the Job Worker or his authorized representative. In case, the Job Worker or his authorized representative does not remain present at the time of taking final measurement, then measurements shall be taken ex-parte by EIC. This shall be binding on the Job Worker and final payments shall be made accordingly. In this event any extra claim by the Job Worker in future period shall not be entertained.
 - **2.10.2.3.** In this event, EIC may take possession of the works or the site thereof for taking further action for execution of work through other Job Worker. Then the Job Worker cannot put any obstruction for execution of the same work by any other. The Job Worker has to vacate the site by shifting all materials, machines and tools and plants and has to demolish the camp within 30 days of rescission of contract. In case of failure on the part of the Job Worker, EIC of the work shall arrange to remove the tools / plants / materials or demolish the camp at the cost of the Job Worker.

2.11. Compensation/ Penalty

- **2.11.1. Penalty for delay in execution** The time allowed for carrying out the work as entered in the tender shall be strictly observed by the Job Worker and shall be reckoned from the date on which the written order to commence work is given to the Job Worker or the time specified in the agreement to execute the work. The work shall be carried on with all due diligence throughout the stipulated period of the contract. In case of default, any one of the following actions may be taken as deemed fit.
 - **2.11.1.1.** The work shall be reviewed monthly by OMC for whom corporation is working to keep the progress of work in pace. In case, no improvement in work progress is observed even after persuasions and interest of OCCL is suffered due to non-execution of work,

then contract shall be rescinded with forfeiture of ISD, SD and compensation as per clause 2.10.2.

- **2.11.1.2.** If the work is not completed within contractual time period then penalty shall be imposed for such delay in execution. The value of work completed within contractual time period shall be evaluated and recorded. The penalty amount shall be calculated at the rate ½ % of the value of leftover work per each week or its fraction of delay beyond contractual time period. The leftover work value shall be the differential amount of contract value and value of work executed within contractual time period. This penalty amount shall be limited to 10% of contract value. The penalty amount shall be recovered from any payable amount to Job Worker under this contract.
- **2.11.1.3.** In case, the work could not be completed within the contractual time period due to reasons not attributable to the Job Worker then additional time shall be allowed provided the Job Worker apply for the same before expiry of contract. The additional time required shall be judged basing on its merit. However, the work is to be completed within that additional time period. In case of default, it would be treated as if the Job Worker has defaulted to complete the work within contractual time period and penalty shall be imposed as mentioned at sub clause 2.11.1.2 above.

2.11.2. Penalty for bad/ sub-standard work -

- **2.11.2.1.** If it appears to the EIC or his subordinate that any work that has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description or otherwise not in accordance with the agreement, the EIC shall ask the Job Worker in writing to rectify / remove / dismantle the said defective work and rebuild / reconstruct the same as per the specification of the agreement. The Job Worker shall forthwith rectify or remove / dismantle the said work and rebuild / reconstruct the same as per direction of EIC and specifications of the agreement. In case the Job Worker fails to do the same, the work shall be treated as unspecified work and so no payment for the same shall be made to Job Worker.
- **2.11.2.2.** In the event if the said rebuilding / reconstruction, as mentioned at sub clause 2.11.2.1 above, is necessary to progress further for completion of the work, then the contract shall be rescinded with forfeiture of ISD and SD. In addition the Job Worker is liable to be debarred/ disqualified in future tender of OCCL for next two years. The balance work shall be taken up through other Job Worker.

2.12. Closure of Contract:

2.12.1. If at any time, before/ after the commencement of the work, the OCCL management does not require the whole work or part thereof as specified in the tender/ agreement to be carried out due to any reason whatsoever, the contract can be closed. Head of Civil shall give the closure notice in writing mentioning the fact to the Job Worker. In that case the Job Worker shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full but which he could not derive in consequence of the full amount of the work not having been carried out. Neither the Job Worker shall have any claim for compensation by reason of any alterations having been made in the original drawings and designs nor instructions given which shall involve any curtailment of the work as originally contemplated.

2.13. Deviation of Quantity:

2.13.1. Alteration in / Addition to specification and design –

2.13.1.1. OMC for whom corporation is working shall have power to make any alteration in or addition to the original specification, drawing, designs and instructions that may appear to be necessary or advisable during the progress of the work. The Job Worker shall be

bound to carry out the work in accordance with any instructions which may be given to him in writing. Such alteration shall not invalidate the contract and the additional work which the Job Worker may be directed to do in the manner above specified as part of the work shall be carried out by the Job Worker on the same conditions in all respects on which he agreed to do the main work and at the same rates as are specified in the tender for the main work.

- **2.13.1.2.** If the additional work includes any class of work for which no rate is specified in this contract then such class of work shall be carried out at the rates entered in the Schedule of Rate of the work for the locality during the period. In case the work is not included in the Schedule of Rates then that work cannot be taken up under the purview of this agreement.
- **2.13.1.3.** In such cases the time for the completion of the work may be extended suitably, if so required as per decision of OCCL management.

2.14. Part completion & full completion of work:

- **2.14.1.** After part completion of work, if it is required by OCCL to take over the completed part for occupation or utilization, then EIC shall make written order for the same to Job Worker. Such occupation or utilization or taking over of a portion of the work completed in no way offload the responsibility of Job Worker to complete the work in all respect and attend rectification of defect within the defect liability period. In this case the Job Worker cannot raise any compensation due to occupation of a part of the work completed.
- **2.14.2.** After full completion of work, the Job Worker has to remove the tools, plants, materials, camp etc. from the premises to be distinctly marked by EIC. Here the materials include all scaffolding, surplus materials and rubbish and cleaned off dirt from all wood-work, doors, windows, walls, floors or other parts of any building. In case of failure for removal of scaffolding, surplus materials and rubbish, and cleaning off dirt on or before the date fixed for the work, the EIC may remove such scaffolding surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the amount spent may be recovered from any payable amount to Job Worker. In that case the Job Worker shall have no claim in-respect of any such scaffolding or surplus materials as aforesaid whatever the case may be. The final bill shall only be paid after such event.

2.15. Workmen's Compensation Act:

The Job Worker should be fully liable to indemnify OCCL for payment of any compensation under Workmen's Compensation Act-VIII of 1923 or any revision to it, on account of the workmen being employed by him. OCCL shall be entitled to recover in full from the payable sum of Job Worker, any amount that OCCL may be liable to pay under the same Act to any workman employed in course of execution of any part of the work covered under this contract.

2.16. Legal Jurisdiction:

For the purpose of the jurisdiction in the event of dispute if any, the contract should be deemed to have entered into at Bhubaneswar, Odisha, where the contract is signed on behalf of OCCL and it is agreed that neither party to the contract or the agreement will be competent to bring a suit in regard to the matters covered by this contract at any place outside the State of Odisha.

2.17. Labour Camp:

The Job Worker has to make labour camp at his own cost, if so required for accommodation of workers engaged in the work. The water supply and sanitary arrangement for the labour camp shall have to be developed by the Job Worker at his own cost. The first aid or any medical treatment for workmen if so required during the course of work, the Job Worker has to attend the same at his own cost.

2.18. Fair Wages Clause:

- **2.18.1.** The Job Worker shall not employ for the purpose of this contract any person who is below the age of eighteen years and shall pay fair wages to each labourer for work done by him/her. Explanation "Fair wage" means wages whether for time or piece work prescribed by Govt. of Odisha. However, where higher rates have been prescribed under the Minimum Wages Act. 1948, wages at such higher rates should constitute fair wages.
- **2.18.2.** The Job Worker shall notwithstanding the provisions of any contract to contrary, cause to be paid a fair wage to labourers indirectly engaged on the work including any labourer engaged by his sub-Job Workers in connection with the said work as if the labourers had been immediately employed by him
- **2.18.3.** In respect of all labour directly or indirectly employed in the work the Job Workers shall comply with or cause to be complied with all regulations made by Government in regard to payment of wages, wage-period, deductions from wages, maintenance of wage register, wage cards, publication of scale of wages and other terms of employment and all other matters of a like nature.
- **2.18.4.** The EIC concerned shall have the right to deduct from the money due to the Job Worker any sum required or estimated to be required for making good the loss suffered by a work or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages, which are not justified by their terms of the contract or by non-observance of the regulations. Money so deducted should be transferred to the workers concerned.
- **2.18.5.** The Job Worker shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-Job Worker.
- **2.18.6.** The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be breach of this contract.
- **2.18.7.** Under the provisions of the minimum wages Act, 1948 and the minimum wages (Central rules 1950) as per applicability, the Job Worker is bound to allow or cause to be allowed to the labourers directly or indirectly employed in the work one day rest for six days continuous work and pay wages at the same rate as on duty. In the event of default the EIC or his Subordinate Officer concerned shall have the right to deduct the sum not paid on account of wages for weekly holiday to any labourers and pay the same to the person entitled here to from any money due to the Job Worker.
- **2.18.8.** The Job Worker shall at his own expense provide or arrange for the provision of foot wear for any labourer doing cement mixing work and black topping of roads to the satisfaction of EIC.

2.19. Site Office & Storage Shed:

The Job Worker shall make a site office and storage shed for storing his required materials if so required/ asked for at his own cost. The cost of road to the site office or storage shed as well as the charges of watch & ward shall be borne by the Job Worker. No payment in this regard shall be paid to the Job Worker what so ever the reason may be.

2.20. Water & Power for construction work and approach road to site:

- **2.20.1.** The water and power required for construction work at site shall have to be arranged by the agency at his own cost. So the agency has to make an assessment of source of water and power, if so required for construction before quoting the rates for the work. No additional payment shall be given to the Job Worker in this respect.
- **2.20.2.** The Job Worker has to make all arrangement for approach road to work site, if so required, at his own cost. No additional payment shall be given in this regard.

2.21. Finished Item:

All items of the work mentioned in BOQ (Bills of Quantities) are finished items as per the specifications provided. Only after completion of any item in all respect, the payment for that item becomes due. If any incidental item of work arises during execution of main item of work like bailing out water from the foundation either rain water or sub-soil water / bench marks / level pillars / benching and leveling etc., then the Job Worker has to take up the same at his own cost. No additional payment shall be given to the Job Worker in this regard.

2.22. Earth Work:

- **2.22.1.** Measurement of earth work in road embankment / plot development / pond excavation or any other such work will be done by section measurement after earth is consolidated at optimum moisture content condition. Initial levels shall be taken before execution of the said earth work. The Job Worker has to take the levels or to facilitate for taking the levels in presence of EIC.
- **2.22.2.** The Job Worker has to construct coffer dams / islands as required for earth work and has to make dressing and levelling of pit as required in open excavation. No extra payment shall be made due to any such account.

2.23. Concrete work:

- **2.23.1.** Cement concrete in foundation, raft, column, roof slabs, beams and others wherever prescribed by the EIC shall be machine mixed and vibrated, and the Job Worker should arrange his own Concrete mixing plant/ concrete mixers, vibrators and pumps etc. for the purpose. It should be understood clearly that no claims whatsoever required for the above will be entertained.
- **2.23.2.** The cost of centering, shuttering and form work etc to pour concrete at required place is inclusive of the rate for concrete wherever not specified separately. The centering, shuttering, form work and reinforcement steel are to be inspected by EIC before pouring of concrete. The Job Worker shall have to make arrangement for facilitating the inspection by EIC. If any defect is observed during inspection that is to be rectified and made correct before pouring of concrete.

2.24. Reinforcement Steel:

- **2.24.1.** HYSD bars of Fe-500 or above grade shall be used for all dimensions of bars except 6mm diameter bar. Only 6mm diameter bars shall be of MS round steel.
- **2.24.2.** The joints of the bars are to be provided with lapping or welding as directed by EIC. No additional measurement shall be taken for lapping.
- **2.24.3.** The bars are to be bent and extended to obtain the development length at column & beam junction or at other junction as per drawing and direction of EIC

2.25. No interference with other work:

The Job Worker shall not interfere with the execution of water supply, electrical installations or any other works, if entrusted to any other agency by the OCCL at any time during the progress of the work. In case of any dispute, in this regard, the decision of EIC shall be final and binding.

2.26. Recovery of compensation:

All compensation or other sums of money payable by the Job Worker to OCCL under the terms of this contract may be deducted from his security deposit or from any sums which may be due or may become due to the Job Worker by OCCL on any account whatsoever the case may be.

Technical specifications

1. SETTING OUT OF WORK

- i. Temporary bench marks shall be fixed at every 0.5 Km interval connecting permanent bench marks available near major structure site. The Contractor shall establish additional reference Bench Marks as may be needed at his own cost for facilitation the setting out and taking levels for measurement of work, with the approval of the Engineer-in-charge. The Bench Mark shall be marked on a concrete pillar 30cm. (L) x30cm.(b)x75cm.(d) which shall be embedded 55cm into firm ground and projecting 20cm.above the ground. The Bench Mark pillar shall be constructed in plain cement concrete of M-10. The pillar shall be well protected from being disturbed. The RL of bench mark shall be conspicuously carved and painted on the pillar.
- ii. Before starting any work and during execution (if required), the contractor shall erect reference Bench Marks, reference lines and check profiles at convenient locations as per the direction of the Engineer-in-Charge. The center line of the canal and the reference line for all alignments for demarcation purpose shall be laid by dug-belling on the ground.
- iii. Centre of the canal shall be marked at 30M. intervals. Profiles of canal in filling and in moderate cutting shall be marked at 50M. intervals in straight reaches and at 25M. intervals in curves.

To ensure correctness of execution, the edges of cutting, the outer toe lines of canal in filling should be marked by fixing pillars or pegs at suitable intervals or by dug belling.

iv. The check profiles shall be located 15meter apart or longer as directed by the Engineer-in-Charge to serve as a guide for execution on all slopes and steps to the elevations. All important levels and all reference points with respect to bench marks and reference lines shall be fixed and co-related by the contractor as per direction of the Engineer-in-Charges.

2. CLEARING AND GRUBBING

- i. The portion of the right-of –way where required for construction the work under these specifications shall be cleared of all tree, bushes, rubbish and other objectionable matter. Trees designated by the Engineer-in-charge shall not be cut and shall be protected from injury. Such cleared material shall be disposed off as described in sub-paragraph "C". The clearing operation shall be in accordance with clauses 4.1, 4.1.1.,4.2 and 4.3. of I.S 4701-1982 Indian Code of Practice for earth work in canals.
- ii. The area described or shown on the relevant site plan shall be cleared of all obstructions, loose stones and of all kinds of rubbish. All brushwood shall be cleared and the roots grubbed up. No trees shall be cut down and removed without instructions of the Engineer-in-Charge. The products of the clearing shall be stacked in such place and manner as may be

ordered by the Engineer-in-charge and the ground shall be left in perfectly clean condition. All products of the clearing shall be the property of Government and shall be disposed off as per the direction of Engineer-in-charge. All holes or hollows, whether originally existing of produced by digging up roots shall be carefully filled up with earth and leveled off, as directed.

- iii. The disposal of cleared and grubbed material shall be in accordance with clause 4.1.1 of I.S.4701-1982 code of practice for earthwork on canals. All waste materials to be burnt shall be piled neatly in suitable condition shall be burnt completely to ashes. Piling of waste materials for buring shall be done at such a location and in such a manner as would not cause any fire risk. Necessary precaution shall be taken to prevent spreading of fires to areas beyond the limits of cleared areas.
- iv. Separate payment will not be made for clearing of site and grubbing including disposal of the cleared and grubbed material required under the above paras unless and otherwise specified in the contract document. The contractor shall include the cost thereof in the price bid in the bill of quantities of the contract for the relevant finished item of work for which clearing and grubbing as mentioned in the above Para are required. No payments towards removal of small stones and boulders of size less than 0.014 cubic meters will be made, and the rate quoted for excavation will considered to include this item, However benching will be paid as separate item.

3. USE OF WATER

The Contractor shall procure and apply water all the items of works at his own cost as the same has been included in the price bid in the bill of quantities of the items of work for which the water is used.

4. DAMAGE BY MONSOON OR FLOOD / CYCLONE

Damages due to rain or flood or have to be made good by the Contractor till the work is handed over to the department. The responsibility for making good to the damages rests with the Contractor. No extra cost is payable for such operations and the Contractor shall, therefore have to take all necessary precautions to protect the work done during the construction period.

5. EARTH WORK

The contractors shall execute the work to the lines, grade and section as per drawing and in accordance with the specification and relevant clause / clauses of relevant Indian Standard Codes unless otherwise specified. Construction of all approaches and haul roads and their maintenance shall be the responsibility of the contractor. The contractor shall ensure good workmanship and quality and shall ensure besides other aspects fulfillment of the following specified requirements to the satisfaction of the Engineer.

5.1 FLOOD EMBANKMENT

BORROW AREA

- i) Earth shall be used from borrow areas. No earth shall be used located at a distance of not less than 10h or 30m, whichever is greater from the toe of the embankment where 'h' is the height of embankment.
- ii) Borrow areas shall be stiripped of top soil and cleared of stumps, roots, bushes, rubbish and other objectionable materials.

- iii) Soils of approved quality, to the satisfaction of the Engineer-in-charge shall be used which shall be free from muck, rubbish, silt and cobbles of size larger than 75mm.
- iv) Watering of borrow area shall be done wherever necessary after taking moisture content test.
- v) Borrowing of earth is responsibility of the contractor at his own cost and risk.

5.2. METHOD OF EXECUTION

- i) Contactor shall reconstruct / rehabilitate the embankment to the section and grade level as per drawing supplied to him to full satisfaction of the Engineer-in-charge.
- ii) All trees, bushes, roots and other vegetation from the base of the embankment shall be removed.
- iii) The base of the portion of the embankment to be rehabilitated shall be stripped to a depth of 20cm and roots and other vegetation shall be removed. All holes/ hollows produced by digging shall be carefully up with earth and well rammed.
- iv) The longitudinal slopes of the existing damaged embankment shall be cut to the slope not steeper than 1:4 and the surface so prepared shall be scarified and made loose for a depth of 15cm before laying of soil. Watering of scarified surface shall be done. The damaged side slopes of the bank shall be benched in convenient steps of depth not more than 30cm for proper bonding of the freshly laid soil with the old embankment.
- v) The earth fill shall be laid in layers of 15cm (canals) to 25cm (other embankments) in depth in such a way that cobbles, gravels not exceeding 7.5cm are well distributed through out the materials and not nested in any position within or under the embankment. Clods shall be broken to 7.5 cm.
- vi) Under the circumstances the embankment shall be widened by materials dumped from the top of the existing embankment.
- vii) Adequate quantity of watering is to be done at the junction of the freshly laid soil with old embankment for proper bonding.
- viii) If initial moisture content in the soil is less than the optimum moisture content, then water shall be sprinkled over the freshly laid layer before compaction.
- ix) Extra earth used for compacting of slopes should be used in the upper layer of embankment.
 - 5.3. METHOD OF COMPACTION BY MECHANICAL MEANS

Where the earthwork is stipulated to be compacted as per drawing and specification, compaction will be done as follows.

5.3.1 Compaction shall be done with appropriate equipment like:

- Fuel operated bed compactors
- Mechanical tampers
- Track chain of tractors
- Playing of dozers / hauling equipments (viz earth moving) equipments over the layers)
- Power rollers / Vibro roller

Choice of equipment shall be governed by the site conditions, nature of job/space etc. and it shall be got approved from the Engineer. Manual compaction by hand held tampers / rammers shall not be allowed except for the earth work in minors or very small sectioned channels.

5.3.2. Embankments

The thickness of compacted layers shall be restricted to 15cm and shall be compacted so as to achieve dry density of at least 95% under optium moisture content.

Where road is proposed to be constructed over the embankment the top 0.5m of the embankment shall be considered as the sub-grade for the road and shall be compacted to 97% of proctor density. Soil samples shall be taken from each compacted layer to ascertain the degree of compaction. Also moisture content is to be measured from each layer by taking samples. A tolerance of moisture of moisture content to the extent of +1% of O.M.C. shall be permitted.

5.3.3. Earth work for widening existing road embankment

When an existing embankment and/or sub-grade is to be widened and its slopes are steeper than 1 vertical to 4 horizontal, continuous horizontal benches, each at least 300 mm wide, shall be cut into the old slope for ensuring adequate bond with the fresh embankment/sub-grade material to be added. The material obtained from cutting of benches could be utilized in the widening of the embankment/sub-grade. However, when the existing slope against which the fresh material is to be placed is flatter than 1 vertical on 4 horizontal, the slope surface may only be ploughed or scarified instead of resorting of benching.

Where the width of the widened portions is insufficient to permit the use of conventional rollers, compaction shall be carried out with the help of small vibratory rollers/plate compactors/power rammers or any other appropriate equipment approved by the Engineer. End dumping of materials from trucks for widening operations shall be avoided except in difficult circumstances when the extra width is too narrow to permit the movement of any other types of hauling equipment.

5.4 EARTH WORK WITHOUT COMPACTION BY MECHANICAL MEANS.

In case of small sections, when the extra width is too narrow to permit the movement of any type of mechanical equipment the earth work shall be compacted by hand held tampers / rammers. Such earth work shall be treated as earth work without compaction. Measurement and payment shall be done accordingly.

5.5 EARTH WORK FOR EMBANKMENT AND SUBGRADE TO BE PLACED AGAINST SLOPPING GROUND

Where an embankment / sub-grade is to be placed against slopping ground, the latter shall be appropriately benched or ploughed / scarified as required in previous clause before placing the embankment / sub-grade material. Extra earth work involved in benching or due to ploughing / scarifying etc shall be considered incidental to the work.

For wet conditions benches with slightly inward fall and subsoil drains at the lowest point shall be provided as per the drawings, before the fill is placed against sloping ground

Where the Contract requires construction of transverse subsurface drain at the cut.-fill interface, work on the same shall be carried out in proper sequence with the embankment and sub-grade work as approved by the Engineer

5.6. EARTH WORK OVER EXISTING ROAD SURFACE

Where the embankment is to be placed over an existing road surface. the work shall be carried out as indicated below

- i) if the existing road surface is of granular or bituminous type and lies within 1m of the new sub-grade level, the same shall be scarified to a depth of 150mm or more if specified, so as to provide ample bond between the old and new material ensuring that at least 500mm portion below the top of new sub-grade level is compacted to the desired density.
- ii) If the existing road surface is of cement concrete type and lies within 1m of the new subgrade level, the same shall be removed completely.
- iii) If the level difference between the existing road surface and the new formation level is more than 1m, the existing surface shall be permitted to stay in place without any modification.

5.7 SOIL CLASSIFICATION

Soil classification of earth work / material to be used on the rehabilitation of embankment shall be got done on regular basis. The earth should be tested to determine its suitability for embankment construction as per I.S. 12169.

In expansive soil, layer of cohesive non swelling soil shall be provided in beds and sides. Consolidation of CNS shall be done to 95% of maximum dry density at O.M.C.

In case of lines channels, CNS layer shall be provided of thickness conforming to Indian Standard IS 9451 depending upon the swelling pressure. Guidelines on the thickness of CNS layers (t) as outlines in the table I.S.–9451.

CNS shall be compacted to a minimum density of 95%.

5.8 EARTH WORK NEAR STRUCTURES

Back fill around structure

- Backfill shall be placed to the lines and grades shown in the drawing or as approved by the Engineer.
- Backfill material shall be got approved from the Engineer-in-Charge. It shall contain no stones larger than 75 mm.
- The surface to receive backfilling shall be free from all roots. Vegetation spoil, rubbish, it shall be properly wetted
- Backfill shall be placed In layers of 10cm to, 5cm. having optimum moisture content and shall be compacted with mechanical tampers / pneumatic tampers.

5.9 SETTLEMENT ALLOWANCE

In the mechanically compacted earth fill, settlement allowance should be provided. Accordingly extra height should be provided taking the settlement into account. The base width of the embankments shall not be increased to maintain the design slopes indicated in the drawings for additional height as settlement allowance, but the following procedure shall be adopted. For un compacted earth fill settlement allowance of 12.5% should be provided.

Settlement allowance shall be calculated at various levels and the elevation including settlement allowance shall be derived keeping the embankment width at the designated levels unchanged: The edges of the embankments at the increased elevation (including settlement) when joined with the point where the slope has changed earlier below, shall give the slope to be adopted for construction.

5.10 MODE OF MEASUREMENT & PAYMENT

The unit price should include arrangement of borrow area, cost of excavation, loading transportation, unloading at site, breaking clods, spreading to proper thickness including\ watering for compaction where necessary.

The unit price shall also include stripping of borrow area, preparation and maintenance of haul road, dressing of side slopes with all other general and incidental operations and filling of rain cuts wherever necessary connected with the work including taxes and royalties.

The payment shall be made on volumetric basis for the quantities of excavation/filling to the required extent. The cross sections shall be taken, initially before commencement of work. On completion of excavation final cross sections shall be taken at the same points longitudinally and transversely. These cross section as quantities between initial and final cross section shall be marked on the initial cross section shall be worked out as per design section and paid accordingly.

6. <u>COMPACTION CONTROL:</u>

6.1 **PRELIMINARY INVESTIGATION:** Preliminary investigations shall be made by the contractor at his own cost as per direction given by the Engineer-in-Charge to determine the most economical procedure to be adopted to obtain the specified degree of compaction & the necessary field control (as a result of the suggested investigations it is generally found that it is sufficient to ensure that the soil laid in layers of the specified thickness, with the specified moisture, & is rolled with the number of passes of the compaction equipment which are found to produce the specified degree of compaction.

6.2 REMOVAL OF SOFT AREAS:

When density measurements reveal any soft in the embankment, the Engineer-in-Charge shall direct that these areas should be compacted further & nothing extra shall be paid. In

spite of that, it the specified compaction is not achieved, the materials in the soft areas shall be directed to be removed & replaced by approved materials, compacted to the satisfaction of the Engineer-in-Charge.

6.3 COMPACTION IN ORDINARY WAY

The Engineer-in-Charge shall indicate the portion of the earthwork which are not required to be compacted to a specified degree of density & moisture content. The embankment in such portion shall be carried out as specified above, each layer being consolidated as far possible with the help of iron rammers, ordinary light rollers or sheep foot roller, if available. The layers shall be laid concave slopping from the edges toward the centre. The earth shall be laid form the sides to the centre & not vice versa. It the earthwork remains suspended for some time & the surface becomes hard, the latter shall be roughened & slightly moisture before resumption of work without any extra charge go Govt.

6.4 FINISHING OPERATIONS:

- 6.4.1 After the earth work is completed & consolidated, sectioning shall be done to bring it to its true final shape. The embankment shall be finished in conformity with the alignment levels, cross sections & dimensions shown on the plans. Where the alignment of the road is in a curve, the tops of the embankment shall be formed with the supervention & the increased widths shown on the drawing or as the Engineer-in-Charge may direct without any extra cost to Govt.
- 6.4.2 Finishing operation shall include the work of shaping & dressing the shoulders road bed & the side slopes to conform to the typical cross section shown on the plane & shall be paid extra. Both the upper an lower ends of the side slopes shall be rounded off to improve appearance & to merge the embankment with a adjacent terrain.
- 6.4.3 When the earth work operation have been substantially complete the road way area shall be cleaned of all the debris & ugly scars existing near the coming areas etc. Every reasonable effort shall be made to aviate objectionable appearance without any extra payment.

BILL OF QUANTITY

Name of work:- Construction of Coffer Dam at Jambhira Left & Right HR at Deuli in the district of Mayurbhanj

SI No	Description of items	Unit	Qnty	Rate	Amount
1	2	3	4	5	6
1	Providing 7cm to 10cm dia. Bamboo piling 3.70m long 30 cm apart to be driven to a depth of 2.00m with 1.5m jafree on top with all cost carriage, taxes etc. complete as per direction of the Engineer in charge (Excluding cost of GST)	Rmt	111.40	₹ 632.30	₹ 70,438.22
2	Collecting & filling sand in empty cement bag sewing and, E.C bag sewing string etc. complete as per direction of the Engineer in charge. (Excluding cost of GST)	100 Bag	26374.00	₹ 1,675.90	₹ 4,42,001.87
3	Excavation in any approved type of soil in approved borrow area by mechanical means loading into and transportation by mechanical means and unloading the soil within a lead of 8 km on properly prepared and scientifically approved surface including spreading and levelling the earth in 22.5 cm layers to make ready for watering and compaction with dozerz but excluding watering and compaction in dams and dykes for all heights ,including construction ,mentainannce ,watering and lighting of haul road and borrow area etc.complete as per direction of Engineer-in-charge. (Excluding cost of GST)	Cum	5860.00	₹ 190.40	₹ 11,15,744.00
4	Watering earthwork upto OMC condition and compaction by sheepfoot rollers and dozer in layers not exceeding 22.5 cm to 95% dry density including hire and running charges of all the machineries complete as per direction of Engineer-in-charge. (Measurement to be taken on the finished compacted section of the fill under OMC condition.) (Excluding cost of GST)	Cum	5860.00	₹ 26.30	₹ 1,54,118.00
5	Earth work in slushy soil (in water upto 0.6m depth requiring the aid of pans and vessels) within 50m. Initial lead and 1.5m initial lift as per the direction and specification of the Deparment including all cost,	Cum	248.06	₹ 161.00	₹ 39,937.66

conveyance hire charges of machineries all lifts, delifts & lead and as per direction of the Engineer in charge. (Excluding cost of GST)		

Total Rs.

₹ 18,22,239.75

Say

₹ 18,22,240.00

Rs. Eighteen Lakh Twenty Two Thousand Two Hundred Forty only

	Fill-up Percentage	$\sqrt{\mathrm{Mark}}$
A	My/ Our Quoted rate is	
	% Less than Tender value	
В	My/ Our Quoted rate is	
	% Excess over Tender value	
С	My/ Our Quoted rate is at par the Tender value	
	:- Percentage should be mentioned up to two decimal only both in figure & word in & put $\sqrt{-}$ mark in the box provided at right side.	appropriate
Num	aber of Correction	
Num	ber Overwriting	

Signature & Seal of the Job worker