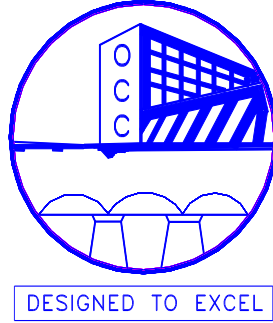


**ODISHA CONSTRUCTION CORPORATION LTD.**  
**(A Government of Odisha undertaking)**  
**JAMBHIRA GATE WORKS PROJECT, DEULI, MAYURBHANJ**  
**Under the control of Senior Manager (Mech.), Anandapur Barrage Gate Erection Project,**  
**Barrage Colony, Salapada, Keonjhar-758020**



**QUOTATION DOCUMENT**

**QUOTATION CALL NOTICE No: OCC/JGWP/ 02 / 2023-24,**

**Date. 28.11.2023**

**Name of work:** "Supply of labour for laying and fitting of different size of electrical cables & wires from main panel to motor for operation of Left HR and Right HR both service and emergency gates and earthing etc. at Jambhira Gate Works Project, Deuli, Mayurbhanj."

**The quotation document contains the following:**

- |    |   |                    |
|----|---|--------------------|
| 1) | Quotation call notice including front page of quotation document. | - 3 (Three) sheets |
| 2) | Undertaking of Job-Worker.  | - 1 (One) sheets   |
| 3) | Scope of the work   | - 1 (One) sheet    |
| 4) | General terms & conditions  | - 7 (Seven) sheets |
| 5) | Bill of Quantities & Price Schedule.                              | - 2 (One) Sheet    |

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**Total: - 14 (Fourteen) sheets**  
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**Signature of Tenderer or his/their  
power of attorney holder with date, full  
name, designation and official seal**

**Sd/- B.K. Dash  
Senior Manager(Mech.), OCCL,  
Anandapur Barrage Gate Erection Project**

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**QUOTATION CALL NOTICE No: OCC/JGWP/ 02 / 2023-24,**

**Date.28.11.2023**

**Name of work :** "Supply of labour for laying and fitting of different size of electrical cables & wires from main panel to motor for operation of Left HR and Right HR both service and emergency gates and earthing etc. at Jambhira Gate Works Project, Deuli, Mayurbhanj."

1. On behalf of M/s Odisha Construction Corporation Ltd. ("OCCL"), the Senior Manager (Mech.), O.C.C. Ltd., Anandapur Barrage Gate Erection Project, Salapada, Keonjhar (Odisha) invites sealed Tenders from the enlisted job-workers of "OCCL" having electrical license for the following work(s).

Sl. No.	Name of the work	Cost of Tender document + GST @ 18% in Rs.	EMD (in Rs.)	Period of completion.	Class of job-worker
1	"Supply of labour for laying and fitting of different size of electrical cables & wires from main panel to motor for operation of Left HR and Right HR both service and emergency gates and earthing etc. at Jambhira Gate Works Project, Deuli, Mayurbhanj."	Rs.236/-	Rs. 90/-	07 (Seven) days from the date of issue of Work Order.	Electrical Contractor having valid electrical license.

2. The Tender document may be downloaded from OCCL website [www.odishaconstruction.com](http://www.odishaconstruction.com) and non-refundable cost of Tender document amounting to **Rs.236/- (Rupees Two hundred thirty six)** only inclusive of GST @ 18% in shape of Account Payee Demand Draft drawn on any nationalized/scheduled bank payable at **Anandapur, Keonjhar (Odisha)** only in favour of **M/s Odisha Construction Corporation Ltd.-Project Account** may be deposited along with the Tender.
3. The tender document must contain **EMD amounting to Rs. 90/- (Rupees Ninety)** only in shape of Account Payee Demand Draft drawn on any nationalized/scheduled bank payable at **Anandapur, Keonjhar (Odisha)** only in favour of **M/s Odisha Construction Corporation Ltd.-Project Account**.
4. **Tender document received without cost of tender paper & EMD shall be out rightly rejected.**
5. The Tenders must be submitted to the Senior Manager (Mech.), Odisha Construction Corporation Ltd., Anandapur Barrage Gate Erection Project, Salapada, Keonjhar (Odisha) on or before **3.00PM** on **05.12.2023** and will be opened on **the same day at 4.00 PM** in the presence of the Tenderers, who may like to be present. If there will be a public holiday on the last date of sale of Tender document and receipt & opening of the Tenders as specified above, the Tender document will be sold and Tenders will be received & opened on the next working day at the same time and venue.

The SSI/NSIC/MSME units participating in tender are not entitled for exemption from payment of EMD / Tender Paper costs.

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

**Sd/- B.K. Dash**  
**Senior Manager(Mech.), OCCL,**  
**Anandapur Barrage Gate Erection Project**

The tenders will be opened in the presence of the tenderers or their authorised representatives. Tender through Fax/Telex/telegram/e-mail will not be accepted.

The undersigned reserves the right to accept or reject any or all quotations without assigning any reason thereof.

6. **Qualifying Criteria :**

Intending Tenderers are required to furnish the following along with their Tenders.

- (i) Cost of Tender document and EMD \*
  - (ii) Copy of valid GST registration certificate \*
  - (iii) Copy of valid labour license \* \*
  - (iv) Copy of PAN card \*
  - (v) Copy of document indicating residential address \*
  - (vi) Undertaking in prescribed format available in the Tender document. \*
  - (vii) Copy of Electrical Work License \*
  - (viii) Complete Tender document duly filled-in and signed on each page by the Tenderer or his/their power of attorney holder with date, full name, designation and official seal \*
  - (ix) No relation certificate\*.
7. The intending bidder is to quote rates in enclosed blank price schedule format \*
8. The successful bidder shall have to execute the work as per scope of work, relevant drawings, technical specifications, terms and conditions of agreement \*
9. The authority reserves absolute right to accept or reject any or all Tenders without assigning any reason thereof.
10. Any dispute arising out of this tender or order thereof is to be settled in proper court under the jurisdiction of Odisha High Court at Cuttack or courts under the jurisdiction of Odisha High Court at Bhubaneswar only.

**Note :** (1) \* Mandatory to qualifying in tender  
(2) \* \* For qualifying in tender, submission of such certificate is not mandatory. However, successful bidder shall apply to the appropriate authority for such certificate which is necessary as per existing Govt. rules and submit the proof of application during agreement for consideration.

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name, designation and official seal**

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

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

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## **SCOPE OF WORKS**

### **JOB WORKERS SCOPE**

- (1) The Job-Worker shall provide sufficiently skilled labour with a field Supervisor for earthing, laying and fitting of electrical cables and wires as per direction of Engineer-in-Charge.
- (2) The earthing shall be executed as per technical requirement and as per direction of Engineer-in-charge.

### **OCCL SCOPE**

- 1) OCCL shall provide required electrical items for electrification from main panel to motor for operation of Left HR and Right HR both service and emergency gates at site of Jambhira Gate Works Project.
- 2) OCCL shall provide required quantity of consumables to the Job-worker for the work.
- 3) OCCL shall provide machinery like welding machine, drilling machine etc. to the successful Job Worker.
- 4) OCCL shall provide electricity free of charges to Job Worker for this work. Extension of electrical cables & wires if required shall be arranged by the Job-worker at his cost

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name, designation and official seal**

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Anandapur Barrage Gate Erection 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., Anandapur Barrage Gate Erection Project, Saptamatruka Gate Works Project (Left Arm), Salapada, Keonjhar 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 ISD shall be forfeited. The work may be awarded in favour of some other agency at the discretion of the “Corporation”.

### **3. RATE**

The rate quoted by the Tenderer is to be indicated in Rupees(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.

The “Job-Worker” shall quote the rates to complete the works as per specifications inclusive of all transportation, handling, loading, unloading, lift, de-lift, taxes, duties, levies, incidental expenses etc. that will be applicable on the work to be executed by him. No claim in this regard in whatsoever form shall be entertained.

### **4. PAYMENT TERMS**

- i) The payment shall be made after completion of the work satisfactorily.
- ii) No advance, price escalation and price adjustment shall be paid for the work. The rates shall remain firm throughout the agreement period.
- iii) Bills shall be submitted for finished work only.
- iv) The payment to the “Job-Worker” shall be limited to the measurements taken. The “Job-Worker” cannot 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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power of attorney holder with date, full  
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**5. SECURITY DEPOSIT (SD)**

The Security Deposit (SD) at the rate of 5(Five)% shall be deducted on the gross amount of each bill of the "Job-Worker". The security will be released after 6(Six) months of completion of the work or settlement of final bill of the "Job-Worker", whichever is later, 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.

**6. 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 clearance in support of deposit of EPF, FPF and ESI dues with the concerned authority within 3(Three) months from the end of each financial year, the above withheld amount shall be released. Otherwise, the "Corporation" shall deposit the same with Provident Fund Authority and ESI Authority. Defects, if any, shall be recovered from the "Job-Worker".

**7. INCOME TAX, GST, 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. However the Job-worker shall bear GST on materials procured by him. GST applicable on purchased items and services rendered there shall be released as per norms. The Job-worker will have to produce Tax Invoice against each bill for payment. Any other taxes, duties, royalties. Levies etc. as applicable from time to time shall also be deducted from bill of the Job-worker.

**8. 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".

**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 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".

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 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".

**11. ELECTICITY**

Electricity required for execution of work by the "Job-Worker" 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.

**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 binding 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.

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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.

**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 ammended 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”.

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**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.

**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. 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

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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.

**33. BREACH OF CONTRACT**

The ISD including 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.

**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 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.

**37. 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) %.

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**38. 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”.

**39. 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.

**40. SITE VISIT**

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

**41. 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”.

**42. 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 Tenderers 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 is only indicative and may vary.

**43. 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.

**44. SUB-LETTING**

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

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

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

**46. FORCE MAJEURE**

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

**47. JURISDICTION**

For all liabilities created under the various contractual obligations/impositions under this agreement, the “Job-Worker” undertakes not to raise any dispute or litigations in connection there with and shall make all endeavors to resolve all disputes amicably through conciliation and in all such cases, the decision of the Managing Director, “OCCL” shall be final and binding on the “Corporation” as well as on the “Job-Worker” failing which all such disputes arising out of the agreement shall be subject to jurisdiction of Hon’ble High Court of 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.

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

**Sd/- B.K. Dash  
Senior Manager(Mech.), OCCL,  
Anandapur Barrage Gate Erection Project**

**ODISHA CONSTRUCTION CORPORATION LTD.**  
**(A Government of Odisha undertaking)**  
**JAMBHIRA GATE WORKS PROJECT, DEULI, MAYURBHANJ**  
Under the control of Senior Manager (Mech.), Anandapur Barrage Gate Erection Project,  
Barrage Colony, Salapada, Keonjhar-758020

**Price schedule for the work :** "Supply of labour for laying and fitting of different size of electrical cables & wires from main panel to motor for operation of Left HR and Right HR both service and emergency gates and earthing etc. at Jambhira Gate Works Project, Deuli, Mayurbhanj."

**"vide Quotation Call Notice No: OCC/JGWP/ 02 / 2023-24, Date.28.11.2023 & due on 05.12.2023**

Sl. No	Description of items	Unit	Quantity	Basic Rate per unit (In Rs.)	Amount in figure (in Rs.)	Amount (in Words)
1	2	3	4	5	6=4 x 5	7
1.	<p>"Supply of labour for laying and fitting of different size of electrical cables &amp; wires from main panel to motor for operation of Left HR and Right HR both service and emergency gates at Jambhira Gate Works Project, Deuli, Mayurbhanj as per direction of Engineer-in-charge.</p> <p><b>Left HR Emergency Gate Hoist Electrical Work only – 01 Set Complete.</b>  <b>Left HR Service Gate Hoist Electrical Work only – 01 Set Complete.</b></p> <p><b>Right HR Emergency Gate Hoist Electrical Work only – 01 Set Complete.</b>  <b>Right HR Service Gate Hoist Electrical Work only – 01 Set Complete.</b></p> <p style="text-align: center;"><b>Total 04 sets of work.</b></p>	Set	04			

Signature of Job-Worker or his  
Power of attorney holder with date,  
full name, designation and official seal

Sd/- B.K. Dash  
Senior Manager (Mech.), OCCL,  
Anandapur Barrage Gate Erection Project

2.	“Supply of labour for digging earth pits and filling with alternative layer of Chemical and back filling and make earthing for Left HR and Right HR electrical arrangement at Jambhira Gate Works Project, Deuli, Mayurbhanj as per direction of Engineer-in-charge.  <b>Earthing for Left HR Electrical arrangement - 01 Set</b> <b>Earthing for Right HR Electrical arrangement – 01 Set</b>	<b>Set</b>	<b>02</b>			
3.	Bamboo Barricade around trestles of Left HR and Right HR of Jambhira Gate Works Project for restricting trespassers.	<b>Set</b>	<b>02</b>			
						<b>Total =</b>
						<b>Add GST @ 18%</b>
						<b>Grand Total =</b>

Signature of Job-Worker or his  
Power of attorney holder with date,  
full name, designation and official seal

Sd/- B.K. Dash  
Senior Manager (Mech.), OCCL,  
Anandapur Barrage Gate Erection Project