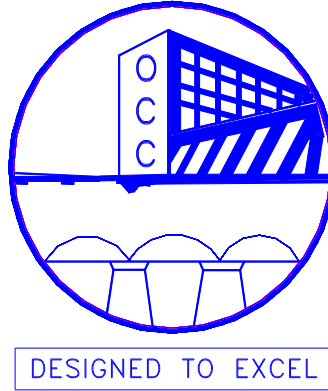


ODISHA CONSTRUCTION CORPORATION LTD.
(A GOVERNMENT OF ODISHA UNDERTAKING)
CENTRAL WORKSHOP
RASULGARH
BHUBANESWAR – 751010 (ODISHA)



TENDER DOCUMENT

Tender call notice No. OCC/CWS/PROC./01(V-II) / 58 / 2023-24 dated 20.01.2024

Name of work :

Fabrication of embedded parts, gates, gate components, gear box frame for Kusumi Barrage Project (Labour only) inside the premises of Central Workshop, OCCL, Rasulgarh, Bhubaneswar-751010

(This Tender document contained 16 (Sixteen) sheets including this cover page)

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

**Senior Manager(Mech.) – I,
OCCL, Central Workshop, Rasulgarh,
Bhubaneswar – 751010 (Odisha)**

ODISHA CONSTRUCTION CORPORATION LTD.

(A GOVERNMENT OF ODISHA UNDERTAKING)

**CENTRAL WORKSHOP, RASULGARH,
BHUBANESWAR – 751010 (ODISHA)**

Tender call notice No. OCC/CWS/PROC./01(V-II)/ 58 /2023-24 dated 20.01.2024

Name of work : "Fabrication of embedded parts, gates, gate components, gear box frame for Kusumi Barrage Project (Labour only) inside the premises of Central Workshop, OCCL, Rasulgarh, Bhubaneswar-751010".

1. On behalf of M/s Odisha Construction Corporation Ltd. ("OCCL"), the Senior Manager (Mech.)-I, Central Workshop, Rasulgarh, Bhubaneswar-751010 (Odisha) invites sealed Tenders from the enlisted job-workers of "OCCL" in M-III & M-IV grade for the following work(s).

Sl. No.	Name of the work	Earnest money deposit (EMD) required	Cost of Tender document + GST @ 18% in Rs.	Period of completion.	Class of job-worker
1	Fabrication of embedded parts, gates, gate components, gear box frame for Kusumi Barrage Project (Labour only) inside the premises of Central Workshop, OCCL, Rasulgarh, Bhubaneswar-751010.	1(One)% of the total quoted value including GST	7080/-	02 (Two) months	M-III & M-IV

2. The Tender document may be purchased from the office of the Senior Manager (Mech.)-I, Odisha Construction Corporation Ltd., Central Workshop, Rasulgarh, Bhubaneswar-751010 during office hours from **22.01.2024 to 01.02.2024** up to **1.00 PM** of **01.02.2024** on payment of non-refundable cost of Tender document as indicated in the table above in shape of Cash/Demand Draft drawn on any nationalized/scheduled bank payable at Bhubaneswar only in favour of M/s Odisha Construction Corporation Ltd.-Project Account. Interested Tenderers may obtain further information, if any, from the undersigned.
3. The Tender document may be downloaded from OCCL website www.odishaconstruction.com or Govt. of Odisha website www.tendersodisha.gov.in and non-refundable cost of Tender document amounting to **Rs.7080/-** (Rupees Seven thousand eighty) only inclusive of GST @ 18% in shape of Account Payee Demand Draft drawn on any nationalized/scheduled bank payable at Bhubaneswar only in favour of M/s Odisha Construction Corporation Ltd.-Project Account may be deposited along with the Tender.
4. The Tenders must be submitted to the Senior Manager(Mech.)-I, Odisha Construction Corporation Ltd., Central Workshop, Rasulgarh, Bhubaneswar-751010 (Odisha) on or before **3.30PM** on **01.02.2024** and will be opened on **01.02.2024** 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 Security Deposits/ Tender Paper costs as communicated vide DOWR Letter No. IIM-24/2018-14318/WR dated 24.05.2018 & Head Office, OCCL Letter No.5502/OCC/ CW-02/09(Vol-V)(WE) dated 30.05.2018

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.

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

**Senior Manager(Mech.) – I,
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5. The tenderer should submit Earnest Money Deposit (EMD) @ 1(One)% of the total quoted value along with the tender in shape of A/C payee Demand Draft drawn in favour of "Odisha Construction Corporation Limited" - Project Account on any Nationalised Bank / Scheduled bank payable at Bhubaneswar. The tenders received without EMD will be out rightly rejected. EMD of the unsuccessful tenderers will be released only after finalization of the tender.
6. Intending Tenderers are required to furnish the following along with their Tenders.
 - (i) Cost of Tender document *
 - (ii) EMD of 1% as per clause- 5 above
 - (iii) Copy of valid GST registration certificate *
 - (iv) Copy of valid labour license * *
 - (v) Copy of valid registration certificate with Provident Fund Authority * *
 - (vi) Copy of valid ESI registration certificate issued by competent authorities * *
 - (vii) Copy of PAN card *
 - (viii) Copy of document indicating residential address *
 - (viii) Undertaking to mobilize workmen inside the premises of Central Workshop, OCCL, Rasulgarh, Bhubaneswar within 10(Ten) days from the date of issue of work order/letter of intent by "OCCL" *
 - (ix) Undertaking in prescribed format available in the Tender document. *
 - (x) Copy of valid enlistment certificate as job-worker in M-III & M-IV Grade issued by "OCCL" *
 - (xi) Detailed planning of men, machinery and materials for executing the work tendered herein *
 - (xii) 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 *
 - (xiii) 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.

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

**Senior Manager(Mech.) – I,
 OCCL, Central Workshop, Rasulgarh,
 Bhubaneswar – 751010 (Odisha)**

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
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**Senior Manager(Mech.) – I,
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SCOPE OF WORKS

JOB WORKERS SCOPE

- (1) The Job-Worker shall provide labour, Supervisory staff for this work.
- (2) Crane shall be provided by the successful Job Worker.
- (3) Successful Job-worker shall stack the fabricated materials in designated place as per direction of Engineer-in-Charge of OCCL.
- (4) The successful Job Worker shall execute the transportation / handling/ loading / unloading of fabricated materials / machined components to different shops .

OCCL SCOPE

- 1) OCCL shall provide required MS Plate & structural steel materials (Cut to shape)
- 2) OCCL shall provide consumables like electrodes, industrial gas etc., tools, tackles.
- 3) OCCL shall provide machinery like welding machine, drilling machine, bending machine etc to the successful Job Worker
- 4) OCCL shall provide electricity to Job Worker for this work.
- 5) The above materials / electricity shall be provided by OCCL on **non-chargeable basis**. Decision of "Engineer-in-Charge" regarding actual requirement of above shall be final and binding on the "Job-worker".

**Signature of Tenderer or his/their
power of attorney holder with date, full
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**Senior Manager(Mech.) – I,
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Bhubaneswar – 751010 (Odisha)**

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.)-I / Senior Manager(Mech.)-II / Senior Manager(Mech.)-III, Odisha Construction Corporation Ltd., Central Workshop, Rasulgarh, Bhubaneswar – 751010 (Odisha) or their authorized person"
- (iii) **"JOB-WORKER"** means the enlisted person/firm/organisation having men, machinery, materials etc. to execute the work satisfactorily as per scope indicated herein within stipulated period.
- (iv) **"CLIENT"** means the State Govt. or Central Govt. organization or any individual from whom "OCCL" has received the work(s) for execution.

2. AGREEMENT

The "Job-Worker" shall enter into an agreement with the "Engineer-in-Charge" in the format on requisite value of stamp paper prescribed for the purpose by the "Corporation" within a stipulated period to be specified by the "Engineer-in-Charge" failing which the 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) 90(Ninety)% payment shall be made against submission of running account bills by the "Job-worker" and verification of fabricated items by the "Engineer-in-Charge".
- ii) Balance 10(Ten)% shall be paid after 60(Sixty) days from the date of payment of 90(Ninety)% subject to satisfactory performance of fabricated items.
- iii) No advance, price escalation and price adjustment shall be paid for the work. The rates shall remain firm through out the agreement period.
- iv) Running account bills shall be submitted for finished product only.

**Signature of Tenderer or his/their
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- v) The payment to the "Job-Worker" shall be limited to the measurements taken. The "Job-Worker" can not raise any dispute over the measurements allowed by the "Engineer-in-Charge" for the purpose of payment.
- vi) The job-worker will bear the full cost of rectification or replacement of works required as per direction of "Client" or "Engineer-in-Charge".
- vii) 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.

6. SECURITY DEPOSIT (SD)

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

7. ADDITIONAL SECURITY DEPOSIT

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

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

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

8. WITH HELD AMOUNT FOR EPF, 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".

9. INCOME TAX, VAT, OTHER TAXES, DUTIES, LEVIES ETC.

Income tax at the prevailing rate from time to time will be deducted from each bill of the "Job-Worker" and shall be deposited with Income Tax Authorities. No VAT on works contract shall be levied from the bills of "Job-Worker". However, the "Job-Worker" shall bear sales tax/VAT on materials procured by him. Any other taxes, duties, royalties, levies etc. as applicable from time to time shall also be deducted.

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**Senior Manager(Mech.) – I,
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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. 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.

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. SCRAP STEEL MATERIALS

The scrap steel materials 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".

**Signature of Tenderer or his/their
power of attorney holder with date, full
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**Senior Manager(Mech.) – I,
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14. ELECTICITY

Electricity required for execution of work by the "Job-Worker" for "OCCL" shall be provided by the "Corporation" free of charges at one point only from where, the "Job-Worker" shall arrange further distribution with his own materials and labour.

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. 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.

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.

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**Senior Manager(Mech.) – I,
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20. 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.

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 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.

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 ammended 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 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".

24. 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".

25. 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".

26. 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.

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. HUTMENTS/TEMPORARY ACCOMMODATION

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

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

**Senior Manager(Mech.) – I,
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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. 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.

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 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.

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

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

**Senior Manager(Mech.) – I,
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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 exparte 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 tendered work before submitting the tender.

44. DEVIATION OF PROVISIONS IN AGREEMENT

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

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

**Senior Manager(Mech.) – I,
OCCL, Central Workshop, Rasulgarh,
Bhubaneswar – 751010 (Odisha)**

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 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 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 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.

48. 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.

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

50. JURISDICTION

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

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

**Senior Manager(Mech.) – I,
OCCL, Central Workshop, Rasulgarh,
Bhubaneswar – 751010 (Odisha)**

TECHNICAL SPECIFICATIONS

All fabrication works shall be done as per the followings :

- (a) Approved drawings to be issued by "Engineer-in-Charge" from time to time
- (b) Technical specifications to be issued by "Engineer-in-Charge" from time to time
- (c) Relevant standards of BIS and other National/International bodies
- (d) Directions issued by "Engineer-in-Charge" from time to time

In case of any conflict, the decision of "Engineer-in-Charge" shall be final and binding on the "Job-worker".

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

**Senior Manager(Mech.) – I,
OCCL, Central Workshop, Rasulgarh,
Bhubaneswar – 751010 (Odisha)**

ODISHA CONSTRUCTION CORPORATION LTD.
(A GOVT. OF ODISHA UNDERTAKING)
CENTRAL WORKSHOP, RASULGARH,
BHUBANESWAR-751010 (ODISHA)

Price schedule for the work : "Fabrication of embedded parts, gates, gate components, gear box frame for Kusumi barrage Project (Labour only) inside the premises of Central Workshop, OCCL, Rasulgarh, Bhubaneswar-751010" vide Tender call notice No. OCC/CWS/PROC./01(V-II) / 58 / 2023-24 dated 20.01.2024 & due on 01.02.2024".

Sl. No	Description of items	Quantity Required (Approx.)	Rate in Rs.				Total Amount for quantity required in Rs.	
			Basic price including loading, shifting, unloading, handling charges etc. as require in Rs. per MT	GST as applicable in Rs. per MT	Total in figures in Rs. per MT	Total in words in Rs. per MT	In figures	In words
1	2	3	4	5	6	7	8	9
1	Fabrication of embedded parts, gates, gate components, gear box frame for Kusumi barrage Project (Labour only) inside the premises of Central Workshop, OCCL, Rasulgarh, Bhubaneswar-751010							
(a)	Embedded parts (stoplog track, Wall plate, sill beam)	10 MT						
(b)	Vertical gate	70 MT						
(c)	Gear Box frame	10 MT						

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

Senior Manager(Mech.) – I,
OCCL, Central Workshop, Rasulgarh,
Bhubaneswar – 751010 (Odisha)