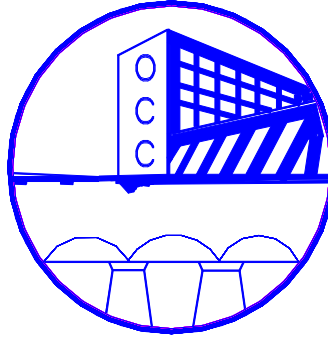


ODISHA CONSTRUCTION CORPORATION LTD.
(A GOVERNMENT OF ODISHA UNDERTAKING)
CENTRAL WORKSHOP
RASULGARH
BHUBANESWAR – 751010 (ODISHA)



DESIGNED TO EXCEL

TENDER DOCUMENT

Tender call notice No. OCC/CWS/PROC./ FAB-11 /40 / 2024-25 dated 19.11.2024

Name of work :

**“Labour charges for Fabrication of End Arm Bracing of Spillway Radial Gate of
Kanupur Irrigation Project ”**

(This Tender document contained 14 (Fourteen) 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)

Particulars of Tender document issue

ODISHA CONSTRUCTION CORPORATION LTD.

(A GOVERNMENT OF ODISHA UNDERTAKING)

CENTRAL WORKSHOP RASULGARH

BHUBANESWAR – 751010 (ODISHA)

Date of issue of Tender document 20.11.2024

Tender call notice No. OCC/CWS/PROC./FAB-11/ 40 /2024-25 Dated 19.11.2024

**Issued in favour of :
(Full name & address)**

Telephone No. – Land line :

Mobile :

2nd. Mobile :

Enlistment No. of Job-Worker :

Vide money receipt No. :

Dated :

Issued by

(Stamp and signature of issuing officer)

Cost of Tender document : Rs. 4000/- + CGST @ 9% Rs.360/- + SGST @ 9% Rs.360/- = Rs.4720/- (Non-refundable) (Rupees four thousand seven hundred twenty) only by hand .

EMD : 1(One)% of the total quoted value excluding GST

**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./FAB-11 / 40 /2024-25 dated 19.11.2024

Name of work : “Labour charges for Fabrication of End Arm Bracing of Spillway Radial Gate of Kanupur Irrigation Project”.

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-IV & above 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	Labour charges for Fabrication of End Arm Bracing of Spillway Radial Gate of Kanupur Irrigation Project	1(One)% of the total quoted value excluding GST	4720/-	01 (One) month	M-IV & above

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 **20.11.2024 to 29.11.2024** up to **1.00 PM** of **29.11.2024** 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. The tender document should be submitted only through Speed post and Registered Post/Email (gmcwsoccltender@gmail.com) within stipulated date and time . The undersigned will not be responsible for any kind of delay by the postal authorities and technical issue
3. The Tender document may be downloaded from OCCL website www.odishaconstruction.com and non-refundable cost of Tender document amounting to **Rs.4720/-** (Rupees Four thousand seven hundred twenty) 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 **29.11.2024** and will be opened on **29.11.2024** 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 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,
OCCL, Central Workshop, Rasulgarh,
Bhubaneswar – 751010 (Odisha)**

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

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

5. The tenderer should submit Earnest Money Deposit (EMD) @ 1(One)% of the total quoted value along with the tender in shape of N.S.C. / Postal office TDR / Bank Time Deposit Account / Kisan Vikas Patra / Bank Guarantee / Demand draft in favour of Odisha Construction Corporation limited- Project Account, Bhubaneswar from any Nationalized Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar / e-Bank Guarantee executed on the National e-Governance Service Limited (NeSL) Digital Document Execution Portal/ FD / TDR pledged in favour of the undersigned. 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 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 *
 - (ix) Undertaking in prescribed format available in the Tender document. *
 - (x) Copy of valid enlistment certificate as job-worker in M-IV & above Grade issued by "OCCL" *
 - (xi) 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 *
 - (xii) No relation certificate*.
 - (xiii) Credential for execution of similar nature of work**.
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
name, designation and official seal**

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

SCOPE OF WORKS

JOB WORKERS SCOPE

- (1) The Job-Worker shall provide labour, Supervisory staff for the fabrication work at Kanupur site.
- (2) Crane shall be provided by the successful Job Worker.
- (3) The successful Job Worker shall execute the transportation / handling/ loading / unloading of fabricated materials at site .
- (4) Necessary tools , tackles, machinery shall be provided by the successful Job Worker.
- (5) Scrap generated out of this work to be returned to the Corporation as per clause No.15 of this tender call notice.

OCCL SCOPE

- 1) OCCL shall provide required MS Plate & structural steel materials at Kanupur site.
- 2) OCCL shall provide consumables like electrodes, industrial gas etc.

**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)**

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
power of attorney holder with date, full
name, designation and official seal**

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

- 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. The tender document should be submitted only through Speed post, email (gmcwsocltender@gmail.com) and Registered Post within stipulated date and time . No other mode will be accepted other than Registered Post / Speed Post/email (gmcwsocltender@gmail.com) to receive the tender document by this office. The undersigned will not be responsible for any kind of delay by the postal authorities and technical issue.
6. The tenderer who will participate through email (gmcwsocltender@gmail.com), must upload all the self attested technical bid documents in one Enclosure-1 and Price schedule in another Enclosure-2. The tender (participated through e-mail) will scan the tender & EMD cost document / relevant financial documents and upload the same along with tender document in Enclosure-1. Subject of the Email should be “**Tender for Labour charges for Fabrication of End Arm Bracing of Spillway Raidal Gate of Kanupur Irrigation Project**”. Original copy of tender and EMD cost must submitted to the undersigned within 05(five) days of opening of tender, otherwise bid shall be rejected and the bidder will be debarred from participation in any future tender.

7. 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.

8. 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.

9. 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.

**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)**

10. WITH HELD AMOUNT FOR EPF, PPF AND ESI DUES

2(Two)% shall be deducted and kept withheld from R.A. bills of the "Job-Worker" towards EPF, PPF and ESI dues. If the "Job-Worker" produces clearance in support of deposit of EPF, PPF 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".

11. 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. No GST on works contract shall be levied from the bills of "Job-Worker". However, the "Job-Worker" shall bear sales tax/GST on materials procured by him. Any other taxes, duties, royalties, levies etc. as applicable from time to time shall also be deducted.

12. 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".

13. 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, steel materials etc. issued to him by the owner and "Corporation". The steel materials 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.

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

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

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

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

15. 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
name, designation and official seal**

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

16. ELECTRICITY

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

17. 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".

18. 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.

19. 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.

20. 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".

21. 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.

22. 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.

23. 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.

**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)**

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

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)**

30. 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) %.

31. 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".

32. 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.

33. 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".

34. 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.

35. 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.

36. 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.

37. 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.

38. 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 : **“ Labour charges for Fabrication of End Arm Bracing of Spillway Radial Gate of Kanupur Irrigation Project” vide Tender call notice No. OCC/CWS/PROC./FAB-11/ 40 / 2024-25 dated 19.11.2024 & due on 29.11.24”.**

Sl. No	Description of items	Quantity Required (Approx.)	Rate in Rs.				Total Amount for full 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	Labour charges for Fabrication of End Arm Bracing of Spillway Radial Gate of Kanupur Irrigation Project	59.616 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)