

ORISSA CONSTRUCTION CORPORATION LTD
(A Government of Orissa undertaking)
BIDYADHARPUR BARRAGE GATE WORKS PROJECT
AT/PO. BIDYADHARPUR, VIA. DHANURJAYAPUR, DIST: KEONJHAR(ORISSA)
PIN :758078

Dated:17.06.2011

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QUOTATION CALL NOTICE NO.OCC/BBGP/03/2011-12

Sealed quotations in conformity with terms and conditions and technical specifications in tender schedule are invited from Job workers registered with OCCL Mechanical grade-IV and above having valid labour license and EPF registration for the work, “Final Assmebly & Erection of Hoist Bridge and Hoisting equipments with complete alignment for lifting of gates for Bidyadharpur Barrage Gate works project, on River Salandi at Bidyadharpur, Keonjhar” with supply of all required labour, Tools and Tackles etc.”

The tender schedule can be purchased by the interested jobworkers by hand on any working days between date 18.6.2011 to 28.6.2011 up to 3.00 P.M. from the office of the undersigned on deposit of cost of tender schedule i.e. Rs.200/-plus VAT @ 4% (Rupees two hundred eight) only in total in cash or in shape of A/c. payee demand draft/banker’s cheque drawn in favour of Orissa Construction Corporation Limited, Project Account on any Nationalised Bank/Scheduled Bank payable at Bidyadharpur (Non-Refundable) and production of attested copies of the following documents land verification here of by the undersigned.

01. Valid labour license of the Jobworker.
02. PAN CARD
03. Credentials in support of execution of similar items of magnitude and satisfactory performance there of.
04. Valid enlistment certificate of Jobworker issued by OCCL.
05. VAT/Sales Tax Clearance Certificate
06. Valid EPF Registration Certificate from RPF

The tender schedule can also be obtained by the interested Jobworkers by registered post/speed post/couriers or by the downloading the same from OCC website and on submitting the cost of tender paper i.e Rs.200.00 plus VAT @ 4% i.e. Rs.8.00 plus postage charges of Rs.100.00 amounting to Rs.308.00 (Rupees three hundred eight)only in shape of A/c. payee demand draft as stated above and attested copies of the above documents and verification thereof by the undersigned. The undersigned will not be responsible for any kind of delay by Postal/Courier authorities.

The cost of tender schedule i.e. Rs.200.00 plus VAT @ 4% on Rs.200.00 amounting to Rs.208.00 (Rupees two hundred eight) only and Rs.100.00 extra (i.e Rs. 308.00 in case of obtaining Tender paper through post) in shape of A/c. payee demand draft drawn as stated above alongwith attested photo copies of all above schedules alongwith requisite EMD should be submitted while submitting the tender papers in sealed envelope. Otherwise, the tender will be cancelled OCCL will not be responsible for missing of any page while down loading the tender schedule.

The tenders will be received in the office of the Senior Manager(M),Orissa Construction Corporation Limited, Bidyadharpur Barrage Gate Works Project, At/Po. Bidyadharpur, Via. Dhanurjayapur, Dist.Keonjhar upto 4.00 PM on Dt28.6.2011 and will be opened on the same day at 5.00PM in presence of the tenderers or their authorized representatives. If the date of purchase of the tender schedule or last date of receipt of tender or opening of tender happens to be a holiday, the date will be deferred to the next working day. Tender through fax/telex/telegram/e-mail will not be accepted.

The quotationer should quote the rate of final Assembly & erection of Hoist Bridge and Hoisting equipments with complete alignment for gate lifting in each set basis which will come around 34 MT per set. Presently the work will be for six sets. The undersigned reserves the right to accept or reject any or all quotations and also split up the items tendered here-in without assigning any reason thereof.

SENIOR MANAGAER(MECH)

Memo No.OCC/BBP/

Dated

Copy submitted to the Managing Director, OCCL,/Director Mechaical,OCCL Unit-8, Gopabandhu Nagar, Bhubaneswar-751012(Orissa) for favour of kind information and necessary action.

SENIOR MANAGAER(MECH)

Memo No.OCC/BBP/

Dated

Copy submitted to the General Manager(Mech.) Erection&mententions centralworkshop Rasulgard Bhubaneswar.,OCCL, Unit-8, Gopabandhu Nagar, Bhubaneswar-751012(Orissa) for favour of kind information and necessary action.

SENIOR MANAGAER(MECH)

Memo No.OCC/BBP/

Dated

Copy alongwith soft copy to Senior System Manager, Systems Business Division,OCCL, Unit-8, Gopabandhu Nagar, Bhubaneswar-12(Orissa) for information. He is requested to hoist the above quotation call notice in the website of OCCL.

SENIOR MANAGAER(MECH)

Memo No.OCC/BBP/

Dated

Copy to notice board of OCCL,Head Office/Notice Board of Central Workshop,OCCL,/Notice Board of Bidyadharpur Barrage Gate Works Project,OCCL.

SENIOR MANAGAER(MECH)

Memo No.OCC/BBP/

Dated

Copy to

for information and necessary action.

SENIOR MANAGAER(MECH)

**Orissa Construction Corporation Ltd
Bidyadharpur Barrage Gate Works Project
At/Po. Bidyadharpur, Via. D.J.Pur,Dist. Keonjhar(Orissa)**

QUOTATION DOCUMENT

Quotation call notice No.OCC/BBGP/ 03 /2011-12/Dated 17.6.2011

Name of work:- “Final Assmebly &Erection of Hoist Bridge and Hoisting equipments with complete alignment for lifting of gates of Bidyadharpur Barrage Gate works project Bidyadharpur, Keonjhar” with supply of all required labours , Tools & Tackles etc.”

**Signature of “Jobworker” with full
Name date and seal**

**Signature of “Engineer-in-
Charge”with date and seal**

Particulars of quotation document issue

Orissa Construction Corporation Ltd
Bidyadharpur Barrage Gate Works Project
At/Po. Bidyadharpur, Via. D.J.Pur, Dist. Keonjhar(Orissa)

Date of issue of quotation document:-

Quotation call notice No.OCC/BBGP/ 03/2011-12/Dated: 17.6.2011

Issued in favour of :

(Full name & address)

Telephone No.- Land line: Mobile:

Enlistment No. of Job worker :

Vide money receipt No. :

Issued by
(Stamp and signature of issuing officer)

Cost of tender paper (Non-refundable)=Rs.200.00Plus VAT @ Rs.4.00
=Rs.208/-

**Signature of “Jobworker” with full
Name date and seal**

**Signature of “Engineer-in-
Charge”with date and seal**

Office of the Senior Manager(Mechanical)
Orissa Construction Corporation Ltd
Bidyadharpur Barrage Gate Works Project
At/Po. Bidyadharpur, Via. D.J.Pur,Dist. Keonjhar(Orissa)

Quotation call notice No.OCC/BBGP/ 03 /2011-12Dated:17.6.2011

Name of work:- “Final Assmebly& erection of Hoist Bridge and Hoisting equipments with complete allignment for lifting of gates of Bidyadharpur Barrage Gate works project Bidyadharpur, Keonjhar” with supply of all required labours , Tools & Tackles etc.”

1. On behalf of M/s. Orissa Construction Corporation Ltd,(OCCL) the Senior Manager(Mechanical), Orissa Construction Corporation Ltd, Bidyadharpur Barrage Gate Works Project invites sealed quotations from the enlisted Jobworkers of OCCL Mechanical Grade-IV and above for the following work.
- 2.

Sl.No.	Name of work	Approx. value of work in Rs.	EMD in Rs.	Cost of document VAT in Rs.	Period of completion	Class of jobworker
	“Final Assembly & Erection of Hoist Bridge and Hoisting equipments with complete alignment for lifting of gates of Bidyadharpur Barrage Gate works project Bidyadharpur, Keonjhar” with supply of all required labours , Tools & Tackles etc.”		@2% of quoted value	208.00 (Rupees two hundred eight)only	4(four) months from the date of agreement.	Mechanical Class-IV & above.

Signature of “Job worker” with full Name date and seal

Signature of “Engineer-in-Charge”with date and seal

3. The quotation document may be purchased from the office of the Senior Manager(M), Orissa Construction Corporation Ltd, Bidyadharpur Barrage Gate Works Project, At/Po. Bidyadharpur, Via. Dhanurjayapur, Dist. Keonjhar(Orissa) during office hours from Date18.6.2011 to Date28.6.2011 (upto 3.00PM of dt28.6.2011) on payment of Rs.208.00 (Rupees two hundred eight) only non-refundable cost of quotation document as indicated in the table above in shape of Cash/Demand Draft drawn on any nationalized/scheduled bank payable at Bidyadharpur only in favour of M/s. Orissa Construction Corporation Ltd. Interested quotationers may obtain further information if any, from the undersigned.
4. The quotations must be accompanied with Earnest Money Deposit of the amount specified for the work in the table above in any one of the forms specified in the quotation document and should be valid for 90(Ninety) days from the date of opening of quotations.
5. The Quotations must be submitted to the Senior Manager(Mechanical), Orissa Construction Corporation Ltd, Bidaydharpur Barrage Gate Works Project, At/Po. Bidyadharpur, Via. Dhanurjayapur in the District of Keonjhar on or before28.6.2011 upto 4.00 PM and will be pened on the same day at 5.00PM in the presence of the quotationers, who may like to be present, if there will be a public holiday on the last date of sale of quotation document and receipt & opening of the quotations as specified above the quotation document will be sold and quotations will be received & opened on the next working day at the same time and venue.
6. Intending quotationers are required to furnish the following documents alongwith their quotations.
 - (i) Copy of up-to-date valid STCC/VAT clearance
 - (ii) Copy of PAN card
 - (iii) Copy of document indicating residential address
 - (iv) Copies of documents on credentials and proofs in support of successful execution of similar nature of works of similar magnitude.
 - (v) Undertaking to mobilize men, materials and machinery, equipments etc. to the site of work within 15(fifteen) days from the date of issue of work order/letter of intent by “OCCL”.
 - (vi) Copies of documents on ownership of machinery, equipments etc. available with the jobworker.
 - (vi) Copies of documents on ownership of machinery, equipments etc. available with the jobworker.
 - (vii) Copy/Copies of agreement of jobworker with other agency/agencies to avail machinery, equipments etc. on hire or lease with proof of ownership of machinery.
 - (viii) Copy of valid enlistment certificate as jobworker issued by “OCCL”.
 - (ix) Copy of valid labour licence
 - (x) Copy of EPF Registration Certificate from RPFC.

**Signature of “Jobworker” with full
Name date and seal**

**Signature of “Engineer-in-
Charge”with date and seal**

7. The authority reserves the absolute right to accept or reject any or all quotations and to split up works to award to one or more job workers without assigning any reason thereof.
8. (a) The job workers are to quote rates in sample format enclosed.
(b) The job workers are to quote rates for each set basis.
© The authority reserves the absolute right to split up the quantity of work in view of the coming Monsoon.
9. The job worker shall have to execute work as per conditions of agreement.
10. Any dispute arising out of the above quotation call notice shall be subject to jurisdiction of Hon’ble High Court of Orissa at Cuttack and their sub-ordinate courts at Bhubaneswar.

**Signature of “Job worker” with full
Name date and seal**

**Signature of “Engineer-in-
Charge”with date and seal**

EMD and document deposit particulars

DETAILS OF EARNEST MONEY DEPOSIT (EMD) AND DOCUMENTS SUBMITTED ALONGWITH QUOTATION.

1. EMD Amount Rs. _____ (Rupees _____) /
only vide A/C Payee D.D./B.C./Pay Order No.

_____ Dated _____ issued by _____
Bank _____ Branch.

2. VAT/Sales Tax Clearance Certificate

3. PAN card.

4. Names of relations in OCC Ltd.

5. Money receipt No. _____ Dated _____ Issued by _____
_____ for Rs. _____ (Rupees
_____) only in support of purchase of tender
schedule.

6. Any other documents.

**Signature of “Jobworker” with full
Name date and seal**

**Signature of “Engineer-in-
Charge” with date and seal**

Undertaking of Jobworker

I/We Jobworker

(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

Village - P.O.- P.S.-

Via- Dist.- State. ORISSA.PIN-

Do here by declare that I/We have thoroughly gone through the quotation document land I/We know the sites of works, I/We agree to work at rates quoted by me/us or at settled rates and abide by the terms and conditions of the quotation document.

**Signature of “Jobworker” with full
Name date and seal**

**Signature of “Engineer-in-
Charge”with date and seal**

Scope of work

The scope of work-worker contract shall be as follows.

- i) The successful jobworker in whose favour the work shall be awarded shall be fully responsible for “Final Assmebly & erection of Hoist Bridge and Hoisting equipments with complete allignment for lifting of gates of Bidyadharpur Barrage Gate works project, in River Salandi at Bidyadharpur, Keonjhar with supply of all required labours, Tools and Tackles etc”.
- ii) Besides above the successful jobworker shall provide/arrange as follows.
 - a) Supervisory, technical and non-technical both skilled and unskilled staff/labourer as required for the work
 - b) The Hotmet accommodation including Electricity, Water supply for the supervisory, Technical, Non-Technical both skilled and unskilled staff / labour engaged by the jobworkers.
 - c) Transportation of supervisory, technical and non-technical both skilled and unskilled staff/labourer engaged by the jobworker to and fro to the place of work.
 - c) Liability arising out of statutory obligations, labour disputes, compensation and liquidated damages imposed by the owner.
 - d) All Tools and Tackles required for the work must be arranged by the jobworkers.
- iii) Safety kits and first aid facilities for the staffs and labors engaged by the job worker must be supply by the jobworker as per Industrial norms.
- iv) The entire work shall be earned out by the jobworker as per requirement and direction of the Engineer-in-charge to his satisfaction.
- v) The agency shall also be responsible for watch and ward of the materials etc. during the period of work.
- vi) One TATA –PH-1055 Crain with POL and Operator will be provided to the job worker by the corporation free of cost. The Crain will have normaly Trochen, Sling and Wire Rope. However extra Ropes and slings must be arranged by the job workers.
- vii) No Idle payment will be given to the job worker in any circumstances even if the machineries and equipments suffers Malfunctioning
- viii) The job worker will ensure quality of the work conducted by him.

Signature of “Jobworker” with full

Signature of “Engineer-in-

Name date and seal

Charge”with date and seal

Bill of quantities & price schedule

Name of the work:- “Final Assmebly & erection of Hoist Bridge and Hoisting equipments with complete alignment for lifting of gates of Bidyadharpur Barrage Gate works project, in River Salandi at Bidyadharpur, Keonjhar” with supply of all required labours, Tools and Tackles etc.”

Sl.No	Decription of items	Unit	Qnty	Rate		Taxes & duties etc.		Total amount	
				Rs. In Fig.	Rs.In word	Rs.In figure	Rs.In word	Rs.In figure	Rs.In word
1	“Final Assmebly of Hoist Bridge and Hoisting equipments as per design & drawing specified for Bidyadharpur Barrage Gate works project, on River Salandi at Bidyadharpur, Keonjhar” with supply of all required labours, Tools and Tackles etc.”	Set	6						
2	Erection of Hoist Bridge and Hoisting equipments with complete alignment of rope drum,central drive,line shaft for lifting of gates of Bidyadharpur Barrage Gate works project, on River Salandi at Bidyadharpur, Keonjhar” including loading & unloading activities with supply of all required labours, Tools and Tackles etc.”	Set	6						

Signature of “Job worker” with full

Signature of “Engineer-in-

Name date and seal

Charge”with date and seal

General terms and conditions

1. DEFINITIONS

(I) ”CORPORATION” MEANS “ORISSA CONSTRUCTION CORPORATION LTD.(“OCCL” in short)” with registered office at Unit-8, Gopabandhunagar, Bhubaneswar-751 012 (Orissa) represented through its Managing Director of 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.), “OCCL” Bidyadharpur Barrage Gate Works Project, At/Po. Balibarei, Via- Hadagarh, Dist. Keonjhar (ORISSA), Pin-758078.

(III) ”JOB-WORKER” means the enlisted person/firm/organization having men, machinery, materials etc. to execute the work satisfactorily as per scope indicated herein within stipulated period.

(IV) ”CLIENT” means the State Govt. or Central Govt. organization of any individual from whom “OCCL” has received the work for execution.

1. AGREEMENT

The “Jobworker” shall enter into an agreement with the Engineer-in-charge” in the format on requisite value of stamp paper prescribed for the purpose by the “Corporation” within a stipulated period to be specified by the Engineer-in-charge” failing which the EMD and ISD shall be forfeited. The work may be awarded in favour of some other agency at the discretion of the Corporation.

3. RATE

The rate quoted by the tenderer is to be indicated in Rupees which shall be valid for the full period of execution of till completion of work whichever is later. No escalation or price variation in whatsoever form shall be entertained. The rates quoted by the Jobworkers should be firm for the entire period of execution.

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

**Signature of “Jobworker” with full
Name date and seal**

**Signature of “Engineer-in-
Charge”with date and seal**

4. PAYMENT TERMS

- (i) No advance, price escalation and price adjustment shall be paid for the work. The rates shall remain firm throughout the agreement period.
- (ii) The payment to the “jobworker” shall be limited to the measurements taken and accepted by the client. The “Jobworker” can not raise any dispute over the measurements allowed by the “Engineer in-Charge” for a the purpose of payment.
- (iii) The jobworker will bear the full cost rectification or replacement of works required as per direction of client or Engineer-in-Charge”.

5. INTIAL SECURITY DEPOSIT (ISD)

The “Jobworker” shall deposit initial Security Deposit (ISD) at the rate of 2(Two)% of the work/agreement value on receipt of letter of intent of work within a period of 15 days from the date of issue but before execution of agreement. After receipt of the full ISD, the EMD received alongwith the tender shall be returned.

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

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 jobworker. The security will be released after 6(six) months of completion of the work or settlement of final bill of the jobworker. Whichever is later, if no defect in the work noticed and materials 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 “jobworker” 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 to incurred in the rectification of the defective works and/or unsatisfactory, work done by the “Job worker” shall be recovered from the bills of 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 “Job worker” with full

Signature of “Engineer-in-

Name date and seal

Charge” with date and seal

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

2(Two) % shall be deducted and kept withheld from R.A bills of jobworker, owner, EPF, FPF and ESI dues if the jobworker 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 “Jobworker”.

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 “Worker” and shall be deposited with Income Tax Authorities. No VAT on works contract shall levied from the bills of “Jobworker”. However, the “Jobworker” shall bear sales tax/VAT materials produced by him. Any other taxes, duties, royalties, levies etc. as applicable from the time shall also be deducted.

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

The Jobworker shall ensure optimum utilization of the plants, machinery, equipments, tools, tackles, consumables, cement steel materials etc. and shall not create any hindrance others. The decision of the Engineer-in-charge regarding the optimum requirement shall be and binding on the jobworker.

11. RECORD OF MATERIALS, CONSUMABLES, MACHINERY, EQUIPMENTS, TOOLS, TACKLES ETC.

The jobworker shall be responsible for maintaining the date and complete record 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 Corporation. The materials, plants, machinery, equipments, tools, tackle cement steel mate etc. shall be issued as per requirement and availability only.

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

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

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

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

The plants machinery, equipments, tools, tackles, excess consumables etc. of the Corporation are to be returned by the Jobworker in working condition after completion of the work/termination of the contract by the Corporation. “Corporation” may hire plants, machinery, equipments, tools, tackles etc. from the owner as we out side for use in work. The same are also to be returned by the jobworker in acceptable working condition with original fittings after completion for the work/termination of the contract by Corporation.

Signature of “Job worker” with full

Signature of “Engineer-in-

Name date and seal

Charge” with date and seal

Any damage to by the plants, machinery, equipments, tools, tackles etc. during use by the jobworker shall be booked to the jobworker for recovery from his bills.

The unused balance consumables etc. of the Corporation, If any, shall be returned by the Jobworker in good condition at specified places as per direction of the Engineer-in-charge failing which the cost at 5(Five) time the market rate shall be deducted from the job worker.

13. ELECTRCITY

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

14. 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 jobworker.

15. INDIAN STANDARDS, DRAWING LAND SPECIFICATIONS.

The work shall be earned with due diligence and in a workmen 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 and Owner and approved drawing & 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 jobworker.

The jobworker shall make arrangements to take copies of the approved drawings from the office of the Engineer-in-charge for reference during execution of work.

16. PAYMENT TO WORKMEN.

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

**Signature of “Jobworker” with full
Name date and seal**

**Signature of “Engineer-in-
Charge”with date and seal**

17. WORKMEN COMPENSATION.

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

18. INFORMATION OF WORKMEN

The jobworker will make his own arrangements for procurement of labour and 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.

19. STATUTORY REQUIREMENTS

The jobworker shall comply all statutory requirements applicable at site of work such a 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 jobworker with each running account bill for payment.

20. MINIMUM AGE OF WORKMEN

The jobworker 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 in labour employed by the jobworker 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.

21. LABOUR LICENCE

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

22. MINIMUM WAGE ACT

The jobworker shall pay wages of each labour at the rate not less than the wages as Minimum Wages Act in force and as may be amended from time to time. The Engineer-in-charge has the right to enquire into and decide on any complaint of the labourers relating to non-payment or less payment of wages to them and his decision will be final and binding on the jobworker.

23. NON PAYMENT OF DUES OF LABOURERS

If the jobworker 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 observing workers. The expenditure so incurred on account of non payment of less payment shall be recovered from the bills or any other dues of the jobworker.

24. PROVIDENT FUND (PF)

Employees Provident Fund, wherever applicable, shall be payable by the jobworker as per the Provident Fund Rules in force and shall keep the Corporation indemnified for it he get the registration number for this from the Regional Provident Fund Commissioner, Orissa shall produce the records in support of payment of EPF/FPF dues to the Engineer-in-charge check and record by the Engineer-in-charge.

**Signature of "Jobworker" with full
Name date and seal**

**Signature of "Engineer-in-
Charge" with date and seal**

25. EMPLOYEES STATE INSURANCE SCHEME (ESI)

The Employees State Insurance Scheme (ESI), wherever applicable shall be payable by jobworker as per the ESI Rules in force and shall keep the Corporation indemnified for it should get the Registration Number for this from the ESI Deptt. Orissa. He shall produce records in support of payment of ESI dues to the Engineer-in-charge for check and records in support of payment of ESI dues to the Engineer-in-charge for check and record.

26. WORKMEN INSURANCE

The workmen insurance shall be the responsibility of the jobworker. He shall produce records in support of workmen insurance to the Engineer-in-charge for check and record.

27. HUTMENTS/TEMPORARY ACCOMMODATION

The jobworker has to arrange hutments/temporary accommodation for his own labour workmen at the work site at his own cost.

28. IDLE LABOUR

“OCCL” will not be held responsible for idle labourers of the jobworker for any the whatsoever and no claim on this account will be entertained.

29. WORKING IN SHIFTS

If necessary, the jobworker may be asked to work in two (2) or 3 (three) shifts. Not the work shall be executed in shifts. The jobworker may, if required, have to engage workmen on overtime to complete the work in scheduled time. The over time cost shall be borne by the jobworker.

30. CLAIMS AND LIABILITIES

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

31. SAFETY

The jobworker should abide by the safety laws and rules of statutory laws Corporation and owner as per directions of Engineer-in-charge and Safety Officers insure from time to time.

32. WATCH AND WARD

The jobworker shall arrange watch and ward and safety of the site of work construction structures, machinery, vehicles, equipments, tools, tackles, consumables cement steel mate etc. of the Corporation and owner at his own cost.

**Signature of “Jobworker” with full
Name date and seal**

**Signature of “Engineer-in-
Charge”with date and seal**

33. AUTHORISED PERSON

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

34. SPLITTIDNG UP WORK

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

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.

35. BREACH OF LCONTRACT

The ISD including EMD, SD and additional SD are liable to be forfeited in the event of breach of contract and the agreement shall be terminated. The dues of the Corporation including due of labourers/workmen and other statutory payable liabilities payable by the Corporation as principal employer shall be cleared by the jobworker. The decision of the Engineer-in-charge in this regard shall be final and binding on the jobworker. The amount remaining as outstanding against the jobworaker 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 jobworker from works done by his under any other organization or from his properties.

36. TERMINALTION OF CONTRACT

The Engineer-in-charge may put an end to the agreement at his option at any time due (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 jobworker does not co-operate in taking final measurements after termination of contract.

37. RESPONSIBILITY OF JOBWORKER

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

**Signature of “Jobworker” with full
Name date and seal**

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38. PROGRESS OF WORK LAND PENALTY

The jobworker will achieve the desired progress as per programme if the jobworker 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)% & upto 20(Twenty)%	2(Two)% of value of defaulted quantity
(iii)	Above 20(Twenty)% and upto 30(Thirty)% Above 30(Thirty)%	5(Five)% of value of defaulted quantity
(iv)	Above 30 (Thirty)%	To be asked to demobilize 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 the jobworker. No claim will be allowed to the jobworker in this regard.

39. REJECTION DUE TO BAD WORKMANSHIP

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

40. TESTING OF WELDERS AND OTHER SKILLED/SEMI SKILLED WORKMEN

The qualification test of welders and other skilled/semi-skilled workmen may be conducted to 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 jobworker.

41. 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.

42. SITE VISIT

The jobworker 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.

43. DEVIATION OF PROVISIONS IN AGREEMENT

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

Signature of “Jobworker” with full

Signature of “Engineer-in-

Name date and seal

Charge”with date and seal

44. RIGHT OF LTHE “CORPORATION”

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

45. 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 jobworker at his cost.

46. SUB LETTING

The work under any agreement shall not be assigned or sublet to any body by the jobworker. If the jobworker 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 jobworker. No claim will be allowed to the jobworker in this regard OCCL reserves the right to have access also to units of the jobworker to verify, if works are actually executed by him.

47. EXECUTION OF EXTRA ITEMS AND EXTRA QUANTITIES

All extra items are to be executed by the jobworker at mutually agreed rates. All extra quantities are to be executed at agreement rates. If required, the jobworker has to furnish the working analysis as per actual to arrive at the extra items rates.

48. 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 unturned power which prevent performance of the conduct and which could not be foreseen or avoided by a prudent person.

49. JURISDICTION

For all liabilities created under the various contractual obligations/impositions under this agreement the jobworker 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 jobworker 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 “Jobworker” with full
Name date and seal**

**Signature of “Engineer-in-
Charge”with date and seal**