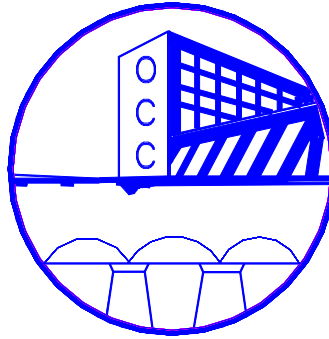


ODISHA CONSTRUCTION CORPORATION LTD.
(A GOVERNMENT OF ODISHA UNDERTAKING)
**EXTENSION OF WORKSHOP AT LEFT BANK OF HIRAKUD DAM,
HIRAKUD, BURLA.**



DESIGNED TO EXCEL

QUOTATION DOCUMENT

Quotation Call Notice No. OCC/SM(M)/E&M/01/20-21 Dated 08.03.2021

Name of work:

“SUPPLY, INSTALLATION, COMMISSIONING & TESTING OF PVC INSULATED SHROUDED BUS-BAR SYSTEM (COPPER) FOR 20 MT CAPACITY EOT CRANE IN RED, BLUE, YELLOW & GREEN COLOURS WITH FITTING ACCESSORIES-250Amps & WITH SPRING LOADED CURRENT COLLECTORS-300Amp TO BE INSTALLED AS EXTENSION OF EXISTING SHROUDED BUS-BAR SYSTEM AT LEFT BANK WORKSHOP AT HIRAKUD, BURLA.”

(This quotation document contains 15 (fifteen) sheets including this cover page)

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

**Senior Manager(Mech.),
Erection and Maintenance, OCCL**

ODISHA CONSTRUCTION CORPORATION LTD.
(A GOVERNMENT OF ODISHA UNDERTAKING)
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HIRAKUD, BURLA
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1. On behalf of M/s Odisha Construction Corporation Ltd. (“OCCL”), the Senior Manager (Mech.), Erection and Maintenance, Rasulgarh, Bhubaneswar-751010 (Odisha) invites sealed quotations with the terms and conditions in quotation documents from the reputed crane manufacturer / agencies for the following work.

Sl. No.	Name of the work	Cost of quotation document + GST @ 18% (in ₹)	Period of completion.
1	Supply, installation, commissioning & testing of PVC insulated shrouded bus-bar system (Copper) for 20 MT capacity EOT crane in red, blue, yellow & green colours with fitting accessories-250 Amps & with spring loaded current collectors-300 Amps to be installed as extension of existing shrouded bus-bar system at left bank workshop at Hirakud, Burla.	708/-	01 (One) Calendar month

2. The quotations must be accompanied with Earnest Money Deposit @ 1% of total quoted value excluding (GST, packing & forwarding etc.) in shape of A/C payee Demand Draft drawn on any Nationalised / Scheduled Bank payable at Bhubaneswar only in favour of “Odisha Construction Corporation Ltd. – Project Account” and should be valid for 90(Ninety) days from the date of opening of quotations.
3. The quotation document may be downloaded from OCCL website www.odishaconstruction.com or from Govt. of Odisha website www.tendersodisha.gov.in and submitted along with non-refundable cost of quotation document amounting to ₹ 708/- (Rupees seven hundred eight) only inclusive of GST@ 18% in shape of Demand Draft drawn on any nationalized / Scheduled Bank payable at Bhubaneswar only in favour of “Odisha Construction Corporation Ltd. – Project Account” and should be valid for 90(Ninety) days from the date of opening of quotations may be deposited along with the quotation. The authority shall not be responsible for missing of any page during downloading.
4. The quotations must be submitted to the Senior Manager(Mech.), Erection and Maintenance, Odisha Construction Corporation Ltd., Rasulgarh, Bhubaneswar-751010 (Odisha) on or before **12.00 Noon** on **19.03.2021** and will be opened on **19.03.2021 at 3.00 PM** 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 & 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. The undersigned shall not be responsible for any kind of delay by postal authorities. Tender received without EMD/in-sufficient EMD will be out rightly rejected and EMD of the unsuccessful tenders will be released only finalization of the work order

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

**Senior Manager(Mech.),
Erection and Maintenance, OCCL**

5. Intending quotationers are required to furnish the following along with their quotations.
 - (i) Earnest money deposit (EMD)
 - (ii) Copy of valid GST registration.
 - (iii) Copy of valid labour license
 - (iv) Copy of valid registration certificate with Provident Fund Authority.
 - (v) Copy of valid ESI registration issued by competent authorities.
 - (vi) Copy of PAN card
 - (vii) Copy of document indicating residential address
 - (viii) Copies of documents on credentials and proofs in support of successful execution of works of similar nature and magnitude earlier.
 - (ix) Undertaking to mobilize workmen at the site of work within 10(Ten) days from the date of issue of work order/letter of intent by "OCCL"
 - (x) Undertaking in prescribed format available in the quotation document.
 - (xi) Details of Earnest Money Deposit(EMD) in prescribed format available in the quotation document
 - (xii) Detailed planning of men, machinery and materials for executing the work tendered herein.
 - (xiii) Complete quotation document duly filled-in and signed on each page by the quotationer or his/their power of attorney holder with date, full name, designation and official seal. In case of power of attorney holder the copy of such delegation is to be enclosed with the tender documents.
6. The authority reserves absolute right to accept or reject any or all quotations without assigning any reason thereof.
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 Job-Worker registered under NSIC/MSME for participation in tender / quotation are not entitled for exemption from payment of EMD / Security Deposit / Tender paper cost / quotation paper cost as per provision exist in O.P.W.D code and amended by Govt. of Odisha, Department of Water Resources.
10. The validity of offer should be for a period of 90 (Ninety) days from the date of opening of tenders. OCC Ltd. may ask for further extension of validity if required without any price rise
11. 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.

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

**Senior Manager(Mech.),
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EMD, cost of tender document and document deposit particulars

DETAILS OF EARNEST MONEY DEPOSIT (EMD), COST OF TENDER DOCUMENT AND DOCUMENTS SUBMITTED ALONG WITH TENDER

1. EMD amount ₹. _____ (Rupees _____)
only vide A/C Payee D.D. No. _____ Dated _____ issued by
_____ Bank, _____ Branch
_____.
2. Cost of tender document ₹ **708/-** (Rupees seven thousand eight) only vide Demand
Draft No. _____ Dated _____ issued by _____
Bank, _____ Branch _____.
3. GST Registration Certificate
4. P.A.N. card
5. Names of relations in O.C.C. Ltd.
6. Any other documents.

Full signature of "Job-Worker"
with date and seal

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

Senior Manager(Mech.),
Erection and Maintenance, OCCL

Undertaking of Bidder

I / We Shree

(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 quotation 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 quotation document.

Full signature of "Quotationer" with date and seal.
Present address for correspondence

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

**Senior Manager(Mech.),
Erection and Maintenance, OCCL**

SCOPE OF WORKS

The scope of work under this tender to be executed by the successful bidder shall be as under:

The existing workshop at left bank of Hirakud Dam is fitted with shrouded conductors for operation of 20 MT capacity EOT crane. Now extension of workshop is going on for another 51 Mtrs. for which extension of shrouded conductors are required for supply of electric power to the existing EOT crane.

1. The scope of OCCL shall be as follows:

OCCL shall provide free electricity at work place Hirakud, Burla.

2. The scope of Successful Bidder shall be as follows:

- i) The Successful Bidder will provide all required technical / non-technical / skilled workmen for execution of the work.
- ii) He will provide scaffolding & safety materials for execution of works.
- iii) He will execute any welding / repair required at the time of execution of works.
- iv) He shall execute the items as per drawings, technical specification & direction of Engineer-in-charge.
- v) He will provide all kinds of hand tools and tackle as required for the work including welding machine.
- vi) He will furnish copy of valid electrical licence if required by the Engineer-in-Charge.
- vii) Certification by competent authority if required shall be arranged and furnished by the Successful bidder after successful completion of the work at his cost.

Decision of the Engineer-in-Charge regarding scope of work of the Successful bidder shall be final and bindings on him. The Job-Worker will execute the items in the bill of quantities as per direction of Engineer-in-Charge or his authorized representative.

**Signature of quotationer or his/their
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**Senior Manager(Mech.),
Erection and Maintenance, OCCL**

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- (i) **“CORPORATION”** means **“ODISHA CONSTRUCTION CORPORATION LTD. (“OCCL” in short)”** with registered office at Unit-8, Gopabandhunagar, 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.), Erection and Maintenance Odisha Construction Corporation Ltd., Rasulgarh, Bhubaneswar – 751010 (Odisha) or their authorized person”
- (ii) **“JOB-WORKER / SUCCESSFUL BIDDER”** means the enlisted person/firm/organisation having men, machinery, materials etc. to execute the work satisfactorily as per scope indicated herein within stipulated period.

2. AGREEMENT

The “Successful bidder” 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 Job-worker is to be indicated in Rupees (₹.), 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 including **income tax, labour cess, fees, royalties payable under the local rule** to complete the works as per drawings & specifications, scope of work and direction of Engineer-in-Charge including of all labour, transportation, handling, loading, unloading, lift, de-lift, taxes, duties, levies, incidental expenses etc. **excluding GST (Goods and Service Tax)**, that will be applicable for the work to be executed by him. No claim in this regard in whatsoever form shall be entertained. **GST as applicable will be paid extra as per prevailing rules.**

4. PAYMENT TERMS

- i) Payment shall be made as per bill of quantities of erection work.
- ii) 90% (Ninety) payment shall be made only after commissioning and testing of the system at site against submission of bills by the “Successful bidder” and verification by the “Engineer-in-Charge” & Balance 10(Ten)% payment shall be made after 60(Sixty) days of successful erection, commissioning & testing.
- 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) The quantities shown in the column 04 of the price schedule are indicative only. The payment to the “Successful bidder” shall be limited to the measurements taken basing on actual execution. The “Successful bidder” cannot raise any dispute over the measurements allowed by the “Engineer-in-Charge” for the purpose of payment.
- v) The job-worker will bear the full cost of rectification or replacement of works required as per direction of “Client” or “Engineer-in-Charge”.

**Signature of quotationer or his/their
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5. INITIAL SECURITY DEPOSIT (ISD)

The "Successful bidder" shall deposit Initial Security Deposit (ISD) at the rate of 2(Two) % of the work/agreement value on receipt of letter of intent of work within a period of 15 days from the date of issue but before execution of agreement. After receipt of the full ISD, the EMD received along with the tender shall be returned.

If the quotationer desires, the EMD can be converted to ISD and the balance amount of ISD has to be deposited. If the "Successful bidder" fails to deposit such initial security within the stipulated date, the EMD of the "Successful bidder" 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 "Successful bidder". The security will be released after 6(Six) months of completion of the work or settlement of final bill of the "Successful bidder", 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 "Successful bidder" 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 "Successful bidder" within such period as the "Engineer-in-Charge" may fix-up and if the "Successful bidder" 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 "Successful bidder".

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

8. 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 "Successful bidder" and shall be deposited with Income Tax Authorities. GST as applicable shall be levied from the bills of "Successful bidder". However, the "Successful bidder" 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.

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

The "Successful bidder" shall ensure optimum utilisation of the plants, machinery, equipments, tools, tackles, consumables, steel materials etc. and shall not create any hindrance for others at the site of works. The decision of the "Engineer-in-Charge" regarding the optimum requirement shall be final and binding on the "Successful bidder". Idle charges for machineries shall be deducted from the Job Worker in case the same have not used optimally and kept idle.

**Signature of quotationer or his/their
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10. RECORD OF MATERIALS, CONSUMABLES, MACHINERY, EQUIPMENTS, TOOLS, TACKLES ETC.

The "Successful bidder" 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 for the work by the "Corporation" inside workplace at Hirakud only.

The materials, if and when supplied by the "Successful bidder", 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.

11. ELECTRICITY

Free electricity at the place of work shall be provided by OCCL.

12. MEASUREMENT OF WORK

Measurement will be taken after successful trial run and payment shall be made as per actual execution of work. The decision of the "Engineer-in-Charge" regarding the rates, progress, measurement and quality of the work shall be final and binding on the "Job-Worker

13. INDIAN STANDARDS, DRAWINGS AND SPECIFICATIONS

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

14. PAYMENT TO WORKMEN

The "Job-Worker" should maintain job register and payment rolls of their workmen and get those checked by the "Engineer-in-Charge" or his authorised representative from time to time. The payment to the workers/ supervisory staff shall be made by the "Successful bidder" 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 "Successful bidder" shall be released.

15. WORKMEN COMPENSATION

In case of any loss due to accident arising during/in connection with execution of the contract, the "Successful bidder" will pay compensation to his workmen. The "Successful bidder" 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 "Successful bidder" fails to do so, the "Corporation" may pay the same and recover the same from the bills/ dues of the "Job-Worker".

16. INFORMATION OF WORKMEN

The "Successful bidder" will make his own arrangements for procurement of labour and shall furnish all information of workmen employed by him like name, father's name, full permanent address, sex and age to the "Engineer-in-Charge" along with the pay.

17. STATUTORY REQUIREMENTS

The "Successful bidder" 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 "Successful bidder" with each Running Account Bill for payment. Successful bidder shall provide all required documents of workmen for arranging pass from the Hirakud Dam authorities.

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18. MINIMUM AGE OF WORKMEN

The "Successful bidder" 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 "Successful bidder" is below the age of 18(Eighteen) years or unfit and refuse to allow any labour, whom he decides to be below the age of 18 years or unfit for any other reason.

19. LABOUR LICENCE

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

20. MINIMUM WAGE ACT

The "Successful bidder" 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 "Successful bidder".

21. NON-PAYMENT OF DUES OF LABOURERS

If the "Successful bidder" 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 "Successful bidder".

22. EMPLOYEES STATE INSURANCE SCHEME (ESI)

The Employees State Insurance Scheme(ESI), wherever applicable, shall be payable by the "Successful bidder" as per the E.S.I. Rules in force and shall keep the "Corporation" indemnified for it. He shall produce the records in support of payment of ESI dues to the "Engineer-in-Charge" for check and record.

23. WORKMEN INSURANCE

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

24. HUTMENTS/TEMPORARY ACCOMMODATION

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

25. IDLE LABOUR

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

26. WORKING IN SHIFTS

If necessary, the "Successful bidder" may be asked to work in 2 (two) 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".

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27. CLAIMS AND LIABILITIES

All claims/liabilities etc. arising out of Explosives act and labour laws shall be borne by the "Successful bidder" 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 "Successful bidder" or shall be recovered otherwise as per law from him.

28. SAFETY

The "Successful bidder" 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.

29. WATCH AND WARD

The "Successful bidder" shall arrange watch and ward and safety of materials at the site of work, machinery, vehicles, equipments, tools, tackles, consumables, steel materials etc. at his own cost.

30. AUTHORISED PERSON

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

31. BREACH OF CONTRACT

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

32. 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 "Successful bidder" does not co-operate in taking final measurements after termination of contract.

33. RESPONSIBILITY OF SUCCESSFUL BIDDER

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

**Signature of quotationer or his/their
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**Senior Manager(Mech.),
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34. PROGRESS OF WORK AND PENALTY

The “Successful bidder” will achieve the desired progress as per programme.. If the “Successful bidder” 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 “Successful bidder”. No claim will be allowed to the “Successful bidder” in this regard.

35. REJECTION DUE TO BAD WORKMANSHIP

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

36. 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 “Successful bidder”.

37. 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.

38. SITE VISIT

The “Successful bidder”, 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.

39. DEVIATION OF PROVISIONS IN AGREEMENT

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

45. RIGHT OF THE “CORPORATION”

The “Corporation” reserves the right to cancel a particular quotation call or all quotation calls without assigning any reason thereof. The offer of any quotationer or all may be cancelled without assigning any reason thereof. The requirement shown in any quotation call notice are only indicative and may vary.

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

**Senior Manager(Mech.),
Erection and Maintenance, OCCL**

46. SUB-LETTING

The work under any agreement shall not be assigned or sublet to anybody by the "Successful bidder". If the "Successful bidder" 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 "Successful bidder". No claim will be allowed to the "Successful bidder" in this regard. "OCCL" reserves the right to have access also to units of the "Successful bidder" 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 "Successful bidder" at mutually agreed rates. All extra quantities are to be executed at agreement rates. If required, the "Successful bidder" has to furnish the working analysis as per actuals 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 unurped power which prevent performance of the contract 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 "Successful bidder" 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 "Successful bidder" failing which all such disputes arising out of the agreement shall be subject to jurisdiction of Hon'ble High Court of Odisha at Cuttack and their sub-ordinate courts at Bhubaneswar only. Both the parties agree by mutual consent that any dispute relating to this agreement is barred from arbitration.

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

**Senior Manager(Mech.),
Erection and Maintenance, OCCL**

TECHNICAL SPECIFICATIONS

All works shall be done as per the followings:

- (a) Technical specifications to be issued by “Engineer-in-Charge” from time to time
- (b) Relevant standards of BIS and other National/International bodies
- (c) 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 “Successful bidder”.

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

**Senior Manager(Mech.),
Erection and Maintenance, OCCL**

ODISHA CONSTRUCTION CORPORATION LTD.
(A GOVT. OF ODISHA UNDERTAKING)
EXTENSION OF WORKSHOP AT LEFT BANK OF HIRAKUD DAM,
HIRAKUD, BURLA

Price schedule for the work: "SUPPLY, INSTALLATION, COMMISSIONING & TESTING OF PVC INSULATED SHROUDED BUS-BAR SYSTEM (COPPER) FOR 20 MT CAPACITY EOT CRANE IN RED, BLUE, YELLOW & GREEN COLOURS WITH FITTING ACCESSORIES-250Amps & WITH SPRING LOADED CURRENT COLLECTORS-300Amp TO BE INSTALLED AS EXTENSION OF EXISTING SHROUDED BUS-BAR SYSTEM AT LEFT BANK WORKSHOP AT HIRAKUD, BURLA."

Sl. No	Description of items	Unit	Quantity	Basic price for supply, erection, commissioning, testing etc. as required per unit (in ₹)	Total basic Amount (in ₹)
1	2	3	4	5	6 (3x5)
1	SUPPLY, INSTALLATION, COMMISSIONING & TESTING OF PVC INSULATED SHROUDED BUS-BAR SYSTEM (COPPER) FOR 20 MT CAPACITY EOT CRANE IN RED, BLUE, YELLOW & GREEN COLOURS WITH FITTING ACCESSORIES-250Amps & WITH SPRING LOADED CURRENT COLLECTORS-300Amp TO BE INSTALLED AS EXTENSION OF EXISTING SHROUDED BUS-BAR SYSTEM AT LEFT BANK WORKSHOP AT HIRAKUD, BURLA.	MTR	51 (Fifty One)		

- Adequate arrangement to be done by the successful bidder to avoid voltage drop in the system during operation after execution of the work.

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

Senior Manager(Mech.),
Erection and Maintenance, OCCL