

## CONDITIONS OF CONTRACT

**1. Contract Price:** The rates shall be firm during the contract period and inclusive of all applicable taxes, duties, levies, etc. except GST which shall be paid extra as per actual. However, payment shall be made as per actual engagement or any fraction thereof in proportionate basis, duly certified by the EIC.

Above mentioned prices is inclusive of PF, Bonus, Insurance, Leave, Overhead & uniform of all the man Power

**2. Contract Period:** The Contract Period will be 03 (Three) years from the date of commencement of service.

**3. Taxes & duties and Statutory Deductions:** Income tax and any other taxes, duties & levies and statutory dues as applicable shall be deducted from your bills at the rate ruling at the time of payment of bills.

**4. Submission of bill:** Bills in triplicate along with the SAC Code for the measured work shall be submitted to Engineer-In-charge for verification after completion of work. The bills shall be prepared & raised as per Prevailing GST Rules showing-

- a) Name, address & registration number of such service provider
- b) Name, address of the person receiving taxable job
- c) Description, classification & value of taxable work provided
- d) GST payable thereon.

**5. Payment of bill:** Payment on quarterly basis after statutory deductions and other deductions like applicable taxes, duties, levies etc. shall be released as mentioned below. The payment shall be made through e-mode facilities of RTGS / NEFT / Internet Banking. To facilitate the E-payment you shall return the enclosed Bank Mandate Form duly filled, along with the duplicate copy of the Work Order. All other terms are as per NIT.

**6. Security Deposit and Release of Security Deposit:** 10% of the bill value shall be retained as security deposit which shall be released within 30 days after completion of the contract after clearance from EIC & production of statutory evidence towards payment/deposit of PF, Leave salary, Bonus, Retrenchment benefit etc. of labour. No interest shall be paid on this security deposit.

**7. Defect liability / Guarantee Period:** During the contract period, contractor should ensure smooth execution of the job and shall execute the job as per the instruction of EIC.

**8. Works Programme/Quality Assurance Plan /Safety Plan:** Before starting the work, you shall submit detailed works programme, milestone of different activities, safety and quality assurance plan of the work to the Engineer-in-charge for his approval after which work shall be started as per the approved programme. Any other documents required by the Engineer-in-charge for the above work shall be submitted.

**9. Measurement of work:** The work shall be inspected / measured as directed by the Engineer-in-charge and entered in the measurement book with signatures of both contractor and Engineer-in-charge or their authorized representatives as a token of mutual acceptance.

**10. Permit to Work:** Before the start of each work, you shall ensure that a valid and duly signed Permit to Work has been issued. Also, you shall ensure the issue of valid and duly signed Confined Space permit and Hot Work Permit if the same is required as per OPGC rule. All the permits shall be returned to the concerned Engineer after completion of the job.

**11.0 Penalty:**

- a) In case of failure to make payment to the workmen within 07(seven) days after wage period i.e. any month, penalty @0.1% of gross value of bill for corresponding period for which wage is due per day of default shall be imposed & deducted from the interim running bill maximum to the extent of 1% of the gross value of bill for the said period. Repetition of such default for more than three times shall lead for termination of the contract with 07(seven) days advance notice to you.
- b) In case of non-performance / continuous poor performance, the contract shall be terminated with 07(seven) days' notice and the work shall be done by any other means at your cost and risk till engagement of other agency. If the price of contract for the balance work shall be higher, the additional amount shall be recovered from the security or any dues of the contract or any other contract taken by you in OPGC.
- c) In case of labor strikes, you shall arrange fresh workmen and perform the contract without any discontinuation. If there is a discontinuation of work for consecutive 03(three) days, the "Termination of Contract" clause shall apply. This will debar you to participate in any future bid in OPGC for next 05 years.
- d) In case of failure to remove the scraps/debris within the stipulated period, the same shall be executed by other agencies at the cost and risk of the vendor and a liquidated damage @1(one)% of the contract value shall be imposed.
- e) In case of any OPGC material is lost or damaged during execution of work due to your negligence or wrong workmanship, the cost of the same as per prevailing market rate plus departmental expenses shall be recovered from your bills.

**12. Termination of contract:**

- a) In case of failure to start the work within due date, OPGC reserves the right to terminate the contract without reference to you.
- b) If the quality of the work is found to be unsatisfactory, the contract shall be terminated with immediate notice and the security deposit shall be forfeited.

**13. Subletting:** The work shall not in any manner or degree be sublet. The work shall be executed under the direct supervision of the supervisors of your firm.

**14. Indemnity:** You shall keep OPGC indemnified from all liabilities resulting out of this contract and act of your workmen.

**15. Offloading of job:** In case it is observed during the tenure of the contract that you are not capable or in a position to complete the job, OPGC reserves the right to offload the same and get it done through other agencies at your cost and risk.

**16. Labour Regulations:**

- a) You shall submit a copy of Labour License (if applicable) from competent authority to the Engineer-in-charge before commencement of the work.
- b) You shall submit a copy of Provident Fund and ESI Registration certificate to the Engineer-in-charge before commencement of the work.
- c) You shall abide by all provisions of Contract Labour (R&A) Act 1970 and other applicable Labour Laws and rules made there under from time to time.
- d) Before commencement of the work, you shall obtain a #Group Insurance Policy# covering employment accidental benefit in respect of your supervisor and workmen who are not covered under the ESI scheme to meet your liabilities against Employees Compensation Act (Workmen Compensation Act-1923) and furnish a copy of the same to the Engineer-in-charge.

e) Payment to your workmen shall be disbursed on or before the 7th day of the wage period in the presence of Engineer-in-charge or his duly authorized representative who shall certify on the payment sheet / register for fulfilment of provision of the Law.

**17. Employees Provident Fund & ESI:** Provident fund and ESI dues of all your workmen shall be deposited against the Provident fund and ESI number allotted to you by competent authority. You shall declare that provident fund and ESI dues of the people engaged by you has been deposited as per rule.

**18. Safety, Health, Environment and Quality:**

a) Your service personnel shall abide by all safety norms of OPGC as per enclosure and obtain safety induction training from OPGC Safety Officer before starting the work. Any violation in the safety rules shall be viewed seriously and you shall be penalized as per OPGC Safety Rules.

b) You shall ensure the medical fitness of your service personnel before start of work.

c) You shall submit Safety Plan of the work to the Engineer-in-charge before start of the work.

d) While driving two wheelers inside the plant boundary Crash Helmet to be used positively. Violation of this rule will attract penalty.

**19. Engineer-In-Charge (EIC):** Head (IT & SAP), ITPS or his authorized representative is the Engineer-In-charge

**20. Paying Officer:** AGM -Finance - ITPS is the Paying Officer.

**21. Agreement:** Your acceptance of this work order shall constitute a contract between you and OPGC. No separate agreement shall be executed.

**22. Dispute settlement:** Any dispute or difference arising out of this contract shall be mutually settled and the decision of the Managing Director, OPGC or his authorized representative shall be final & binding.

**23. Non-Disclosure Agreement:** The Supplier must not disclose any information of this order to any third party without the permission of OPGCL.

**24. Jurisdiction:** Appropriate Court at Bhubaneswar under the Odisha High Court shall have exclusive jurisdiction over all matters related to this contract.

All other terms and conditions as stipulated in our Tender Document shall form an integral part of the Contract.