

TECHNICAL SPECIFICATION

Name Of Work:- Construction of Coal Settling Pit at Manoharpur Yard.

- 1) The agency has to do the following jobs as per direction of Engineer-in-Charge.
- 2) The cement used for work shall be (CEMENT 53 grade: ULTRA-TECH/ BIRLA GOLD / ACC / AMBUJA or any brand approved by EIC).
- 3) Sand should be free from clay, mica, vegetable and organic matter or any other foreign matter
- 4) Hume pipe should be of NP4 class.
- 5) PCC work should be executed in nominal mix (1:3;6) grade with 40mm downgraded black hard granite crusher broken chips approved by civil execution / civil quality department or approved by EIC.
- 6) The curing shall be ensured as per IS code.
- 7) Any defective materials brought to the site should be removed by the agency at the instance of department.
- 8) Contractor has to arrange materials required to complete the work.
- 9) The agency has to arrange the cement required to complete the work.
- 10) All the materials required for the work are to be approved by concerned Engineer-in-Charge before use.
- 11) Contractor has to arrange dewatering Pump (if required) with no extra cost.
- 12) After completion of the work, agency has to clear all the left out materials, other arrangements made for the work and clean the site properly. Then only the work will be treated as completed. The EIC shall certify the cleaning of work site before billing.
- 13) Agency has to make his own arrangement of construction water for the works.
- 14) One experienced Technical Supervisor should be deployed at the site for supervision and taking care of all the aspects.
- 15) PTW (Permit to Work) must be taken before the start of the work. The Contractor Supervisor shall work as a safety co-ordinator for the work.

SPECIAL CONDITIONS

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1. All the vehicles & machineries used for the purpose of the work should have proper documents and driver should have professional license.
2. All materials brought into the Yard by the contractor are to be recorded by OPGC engineer, the same will be submitted with bill.
3. Separate JSA will be done as per the site condition to execute the work for medium and high risk jobs.
4. The raw material brought by the agency should be stacked properly at place shown by department Personal ensuring not to cause any inconvenience to other people working in the area.
5. Use of PPE & Safety rules to be followed as per OPGC norms and regulation without any extra cost.
6. Gate pass will be followed as per OPGC norms and regulations.

7. Security of contractor's equipment, material etc is of contractor's responsibility.
8. Agency has to make his own arrangement of construction water for the work.
9. Agency has to make his own arrangement of construction power for the work.
10. **No mobilization** and **demobilization** cost for the machineries will be paid by owner.
11. The quantity indicated in the **BOQ is tentative**, which may vary as per site requirement.
12. Before commencing the work, the Bidder shall obtain the PTW approval from the owner or representative of owner in writing to minimize damage, disfiguration or staining of existing systems.
13. Bidder shall also undertake normal precautions to prevent damage, disfiguration or staining to work of other trades or existing installations, with no extra cost to owner.
14. Work should be carried out as per direction of Engineer-In-Charge and intimation regarding progress of work should be imparted from time to time.
15. Any bad work / deviation from specification notice during inspection should be rectified immediately without any extra cost implication.
16. If any damage occurs to work and structure of other agencies like mechanical, electrical, Civil, then bidder should repair and finish good at his own cost.
17. Curing should be ensured in concrete surface as per IS code.
18. The work shall be as per Technical Specification, relevant to IS codes and Good engineering practice.
19. **Performance guarantee: 12 calendar months** (01 Year) from the date of completion of the whole work.
20. The bidder shall make all safety precaution for power consuming equipment at its own cost.
21. Skilled work force with experienced supervisor and technical person should be deployed by the bidder with no extra cost to Owner.
22. All tools, tackles, brush, rollers, spray, buffing equipment's and other consumables are in the scope of Bidder, no extra claim shall be entertained by the client.
23. The bidder shall not claim extra for any wastage, damages of construction material.
24. All materials shall be subject to inspection, test, analysis and approved by the Owner and its representatives as per IS specification.
25. The Bidder shall arrange for safe and proper storage of all materials and tools. The storage space if allotted within the project premises shall be adequately protected from damage, disfigurement & stains. All necessary precautions shall be taken by the Bidder to prevent fire.
26. Bidder shall strictly follow the approved products/brand and approved drawings.
27. Bidder shall keep arrangement for regular housekeeping during and post work, to keep yard / working area clean.
28. All necessary curing and treatment needs to be done by the bidder with no extra cost to the owner.
29. The bidder needs to officially handover the structure / work area to the owner after fully completion of work.
30. All the statutory compliance including ESI to be maintained by the contractor as per OPGC rule.

GENERAL TERMS & CONDITIONS

1. Contract Period: The period of contract is **04 (Four) months**, excluding mobilization period of **07 days** from the date of issue of LOI / Work Order.
2. The contractor is required to mobilize his men, materials, plant & equipment at his work site within **15 days** of intimation to start the work, failing which the Engineer-In-Charge will annul the contract agreement at his discretion. The onus of proving that the delay in mobilization was beyond the control lies with the contractor. The Engineer-in-Charge after satisfying himself with the reason for the delay if any may allow extension of time to avoid the annulment of the contract.
3. Price: It is a work contract. The rates shall be quoted as per the prescribed price bid format enclosed. The rates quoted shall remain firm during the entire contract period. **There shall be no escalation irrespective of any changes in minimum wages or material rates during the contract period, any price implication shall be borne by the contractor.**
4. Taxes, Duties & Statutory deductions: All applicable taxes, duties, levy & statutory dues etc. shall be deducted from your bills at the rate ruling at the time of payment of the bills.
5. Security Deposit and Release of Security Deposit: 10% of gross bill value shall be deducted towards Security Deposit, which will be released after completion of the Defect Liability/Guarantee period if no defect is found within this period and after obtaining clearance from all concerned departments and submission of final completion certificate issued by the Engineer-in-charge. You shall rectify the defects pointed out during this period free of cost. All penalties, statutory payment etc. shall be recovered from this security amount, if required. No interest shall be payable by OPGC on the security deposit amount.
6. Defect liability / Guarantee Period: The job done by you shall be guaranteed for the period of 12 (twelve) months from the actual date of completion of job duly certified by the EIC against any poor workmanship and materials (if any) used. Any defective work noticed within the defect liability period of one year shall be rectified by the contractor immediately on receipt of information. You shall rectify the defect free of cost without any financial burden to OPGC.

During the contract period, contractor should ensure smooth execution of the job and shall execute the job as per the instruction of EIC.

7. Submission of bill: Bills in triplicate along with GST No 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 GST Rules showing-
 - a) Name, address & registration number of such service provider
 - b) Name, address of the person receiving taxable service
 - c) Description, classification & value of taxable service provided
 - d) GST payable thereon.
8. Payment of bill: Payment after statutory deductions and other deductions like applicable taxes, duties, levies, penalty (if any), LD (if any) and security deposit etc. shall be released on monthly basis within 30 days of submission of RA bill with prescribed measurement, material statement and statutory documents duly certified

by Engineer-In-Charge. 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

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

10. Penalty:

- a) In the event failure of contractor to undertake/attend to any job/ supply of materials specified under the scope within the specified time period, the Engineer-in-charge shall have the right to levy penalty as deemed suitable equal to 10% of the cost for that item of work / material. Accordingly, the actual billing amount shall stand reduced to the extent of penalty cost imposed/recovered.
- b) In case of your failure to make payment to your workmen within 07(seven) days of completion of wage period, penalty @ 0.1 (one) % of contract value per each day of delay subject to maximum 01(one) % of the contract value shall be imposed. Repetition of such default for more than three times shall lead to immediate termination of the contract without any further reference to you.
- c) 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 the vendor's 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.
- d) 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.

11. 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.
- c) OPGC has the right to terminate the Contract at any point of time.

12. Liquidated damages: In case of delay in completion of work beyond the stipulated period, liquidated damage @0.5% of the contract value for each week of delay or part thereof subject to a maximum of 5% of the total contract value shall be imposed from your bills.

In case the contract is completed, the LD shall be levied on the total executed value instead of total contract value.

13. 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.

14. 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.
15. Indemnity: You shall keep OPGC indemnified from all liabilities resulting out of this contract and act of your workmen.
16. 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.
17. 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.
18. Tools and Tackles: You should have adequate Tools and tackles for execution of the job and such Tools and tackles are to be made available during the entire tenure of contract and shall be submitted to the satisfaction of Engineer-in-charge.
19. Labour and Statutory Regulations:
 - a) You shall submit a copy of valid Labour License (if applicable) from competent authority to the Engineer-in-charge before commencement of work.
 - b) You shall submit a copy of Provident Fund and Employee State Insurance Registration Certificate number to the Engineer-in-charge before commencement of work.
 - c) You shall abide by all norms of Contract Labour (R&A) Act - 1970 and provisions of other applicable labour laws and rules made there under from time to time.
 - d) You shall comply with all provisions of Factories Act - 1948 and rules made there under from time to time.
 - e) Before commencement of work, you shall submit a copy of 'Group Insurance Policy'/'Employee State Insurance' (as applicable) covering employment accidental/ in respect of your workmen to meet your liabilities against benefit in respect of your personnel against Employees Compensation Act (Workmen Page 129 of 184 Compensation Act-1923) /Employee State Insurance Act, 1948 and furnish a copy of the same to the EIC. The work shall commence only after submission of the Group Insurance Policy/ Employee State Insurance (as applicable) to the EIC
20. Employees Provident Fund (EPF) and Employee State Insurance (ESI):
Provident Fund (PF) and Employee State Insurance (ESI) dues of all your workmen shall be deposited against the PF and ESI number allotted to you by competent authority. You shall declare that Provident Fund and ESI amount for the people engaged by you has been deposited as per rule.
21. Security Management Procedure:
 - a) Entry Permit/Gate Access Card shall be issued to the contractor employee free of cost and to be displayed in person whenever they are inside ITPS premises.

- b) At any time if the worker of any contractor leaves the job, it is the responsibility of the contractor or his representative to withdraw his Entry Permit/Gate Access Card and deposit at Security Pass Section.
- c) In the event of expiry of the Contract, the contractor has to deposit the Entry Permits/Gate Access Cards to Security at Pass Section and collect required No Objection Certificate (NOC) for the purpose of Bill Clearance by Finance Department.
- d) Against non-deposit of Entry Permits/Gate Access Cards after expiry of the Contract by the Contractor, penalty @Rs. 300.00 (Rupees Three Hundred Only) per each Entry Permit/Gate Access Card shall be recovered from the Bill of the contractor by Finance Department.
- e) No Final Bill of the contractor shall be released by Finance Department unless No Objection Certificate (NOC) is obtained by the contractor from Security Department against issue/deposit of Entry Permits/Gate Access Cards.

22. Safety, Health and Environment:

- a) Your service personnel shall abide by Safety, Health & Environment (SHE) Rules & Regulations for Contractors 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 the 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

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

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