



## **Annexure II**

### **SPECIAL TERMS & CONDITIONS OF THE CONTRACT**

#### **A) *Contract period & Quantities:***

The Job rate contract for mechanical maintenance of Ash Handling Plant including Ash Water Recovery System, HCSD (High Concentration Slurry Disposable) System and Mill Reject Handling System shall be for Thirty Six (36) months

Contractor mobilization will be at discretion of OPGC. Contractor shall mobilize within 30 days from the date of NTP (Notice To Proceed), intimated by OPGC.

1. Contractor's performance shall be evaluated at the end of every year. Contract shall be extended for another year only if performance of the contractor shall be found satisfactory.
2. OPGC reserves the right to extend the Contract Period up to 3 months on the same rates and terms and conditions without any price escalation and entering into any new contract.
3. The said contract period can be extended if mutually agreed upon by both the parties up to one year and in such a case a revised Work Order shall be issued at the same rates and terms & condition or at negotiated rates acceptable by both parties i.e. the Company & the contractor.
4. In case it is observed during the tenure of the contract that vendor is not capable or in a position to complete the job within the agreed schedule, OPGC reserves the right to offload the same and get it done through other agencies at the risk and cost of the vendor.
5. OPGC reserves the right to short close the Contract with one month notice period.
6. Quantities mentioned in the BOQ against each item are indicative only. During actual execution, the quantities of the items may vary in the plus or minus side depending upon exigencies of work. The contractor shall not have any extra claims over the agreed rates on account of increase or decrease in quantities during the contract period. Also execution of all items and their respective quantities are not binding on OPGC.

#### **B) *Defect Liability Period:***

The defect liability period shall be three months from the date of completion of the work. Any defect within the defect liability period, arising out due to poor workmanship, shall be attended/rectified free of cost without any financial implication to OPGC. Defect liability for PM jobs shall be up to the next PM.

#### **C) *Penalty/Recovery Clauses:***

1. In case of delay in mobilization for any work, penalty @ two times shall be deducted from the contractor's bill for the said work.
2. If any particular job is not carried out expeditiously as per the demand of the situation and instruction of EIC, Penalty @ two times the scheduled job rate shall be deducted from the contractor's bill.
3. If the contractor fails to carry out any PM or any job due to lack of manpower, penalty @ two times shall be deducted from the contractor's bill for the said work.



4. In case work is suffered /delayed due to non availability of proper T&P penalty of Rs. 10000/- shall be deducted from the contractor's bill for each occurrence.
5. In case work is suffered/delayed due to non availability of manpower (required category), penalty of Rs. 2000/- shall be deducted from the contractor's bill for each occurrence.
6. Proper housekeeping of the area after completion of work is also the responsibility of the contractor. If proper housekeeping is not maintained inside the plant a penalty of Rs 2000/- will be deducted from the contractor's bill for each occurrence.
7. Penalty clauses mentioned in other parts of tender documents shall also be applicable.
8. In case work is suffered /delayed due to non availability of proper T&P and consumables, OPGC may provide as per the availability and the cost of the same shall be recovered from the Contractor's bill at actual. The decision of the Owner's EIC shall be final in this regard.
9. In case of any shortfall in daily shift manpower deployment plan, penalty @ 1.5 times shall be deducted for each shortfall category from contractor's monthly bill (Ref. Annexure XI for deduction)
10. In case of non-availability of Hydra a penalty of Rs. 3000 / Day shall be deducted from the contractor's bill on per day basis.
11. In case of non-availability of Pick up van a penalty of Rs. 2000 / Day shall be deducted from the contractor's bill on per day basis.
12. In case of non-availability of Tractor with trolley a penalty of Rs. 2000 / Day shall be deducted from the contractor's bill on per day basis.

**D) Terms of Payment:**

1. Contractor may raise RA bills once in a month against work executed in a month through work measurement record duly certified by the EIC, along with certified wage sheet of the month, PF & ESI statement of the previous month after depositing in the individual accounts.
2. The contractor shall comply with all the statutory requirements covered under Minimum Wages Act, PF, Safety, Insurance, ESI etc. He should have a valid labour license.
3. The contractor shall comply with all rules and regulations of local authorities during the performance of the contract. He shall comply with minimum wages act and the payment of wages act and the rules made under in respect of any employee or workmen employed by him and he has to keep all the necessary records with him as required under different labour laws and if required, he has to produce the same to OPGC.
4. The contractor shall have the group insurance for the working manpower at site looking the scope of work and as per the statutory rules for the complete period of contract

**E) Security Deposit:**

10% of the contract price shall be retained as security deposit from each RA bills which shall be released only after the expiry of the defect liability period and submission of final work completion certificate duly certified by OPGC EIC. All penalties, statutory payment etc shall be recovered from the security amount, if required.

**F) Assignment and Subletting of the Contract:**

The contractor shall not assign or sub-let any part of the contract to any other party or agency without the written consent of OPGC.

**G) Familiarization:**

1. Bidder shall visit the site and make himself familiar with the equipment/system related to Ash Handling Plant including Ash Water Recovery System, HCSD (High Concentration Slurry Disposable) System and Mill Reject Handling System amount of work involved, etc. under the scope of subject contract. If the contractor needs any technical details or additional information regarding equipment or work procedure in relation to the proposed work, he should do so before submitting the bid to OPGC.
2. It is imperative on each bidder to fully acquaint himself of all local conditions & factors, which may have effect on the execution of the work covered under the specifications. OPGC shall not entertain any request for clarifications from the bidder regarding such local conditions post-bid.
3. OPGC shall entertain no claim, whatsoever, nor any change in the time schedule of the contract there of which arise on account of clear information or its effect on the cost of works to the bidder.

**H) Type of work:**

1. The plant area consists of 2 x 660 MW coal fired Power plant. The area of work shall be Mechanical Work pertaining to Ash Handling Plant and HCSD (High Concentration Slurry Disposable System) System.
2. Contractor shall be responsible for all jobs related to day to day mechanical maintenance of Ash Handling Plant including Ash Water Recovery System, HCSD (High Concentration Slurry Disposable) System and Mill Reject Handling System and all Preventive and Break down maintenance work of Mechanical equipments as mentioned in BOQ and to be executed as directed by engineer in charge. All manpower and tools required for the execution of the jobs are to be arranged by the contractor and is a part of the contract. In addition to these the contractor has also to arrange additional manpower for carrying out any other and emergency jobs.
3. Contractor may also be required to carry out works on Sundays and holidays, at odd hours, even in shift hours i.e. morning/ evening and night. The maintenance works do not have any limitation of day and time and requirement may arise any time depending upon emergency of work to be attended. This will be at discretion of OPGC.
4. All the waste material generated has to be handled /disposed as per the instruction of the engineer-in-charge.
5. The contractor and his employees shall co-operate with all other agencies working at site.
6. All damaged and replaced materials or scrap generated during execution of work shall be shifted to OPGC Scrap yard as directed by Engineer-In-Charge.

**I) *Manpower:***

1. The contractor shall deploy adequate manpower of required qualification and experience as mentioned in **Annexure IX**. The manpower to be deployed by the contractor at site shall be interviewed by the owner prior to deployment & is subjected to owner's approval. In case owner is not satisfied by the performance/Conduct of any of the person, the same shall be immediately replaced by competent person.
2. Only experienced, qualified and medically fit persons shall be deployed for specified jobs including working at height/ confined spaces.
3. The contractor shall maintain required manpower all the time so that plant operation is not affected due to lack of manpower. Adequate no. of manpower shall be maintained to cover leave, holidays and weekly off.
4. Lodging, boarding, transportation and local conveyance of their workmen shall be arranged by the contractor at their own cost.
5. In case of additional manpower requirement in shutdown or in emergency, contractor shall deploy the required manpower within 12 hrs.

**Note:-**

1. Welder shall be tested at site. Job piece, welding electrode and other required resources shall be in the scope of the vendor.
2. If any person not found suitable for the work and /or understood to be unwanted in the opinion of OPGCL's Engineer, must be removed from the work immediately and shall not be engaged for the work in future.

**J) *Tools & Plants and Consumable Items:***

1. The contractor shall maintain the tools & plants at any time as per **Annexure VI** for the Contract. The mentioned minimum quantity of Tools & Plant has to be maintained by the Contractor at site throughout the Contract period and has to be replenished by the Contractor as and when the quantity is consumed. The Tools & Plants as specified are not exhaustive and the Contractor has to deploy additional Tools & Plants as per site requirement to complete the scope of work in all respects, without any financial implication to the Owner.
2. The contractor shall ensure that the tools and tackles used for execution of the job are tested and certified by competent Authority before deployment at the site and re-certified as per the statutory requirements. The relevant test certificates shall be submitted before start of the work.
3. The contractor shall maintain the consumables at any time as per **Annexure VII** for the Contract. The mentioned minimum quantity of consumables has to be maintained by the Contractor at site throughout the Contract period and has to be replenished by the Contractor as and when the quantity is consumed. The consumables as specified are not exhaustive and the Contractor



has to deploy additional consumables as per site requirement to complete the scope of work in all respects, without any financial implication to the Owner.

4. Hydra, Pick up van and Tractor with trolley shall be in the scope of the vendor.

**K) Safety:**

1. The Contractor shall ensure that Permit-to-work is available for the work and the necessary isolations have been done before proceeding for the work.
2. The contractor is fully responsible for the safety of his workmen especially during working at height & confined space and shall provide necessary safety appliances to them and also shall comply with all safety rules and regulations.
3. The contractor shall ensure use of properly protected good quality electric cables for the purpose of lighting, welding and other requirements so as to avoid current leaking, shorting or other unsafe working conditions. He should strictly use 24V transformer as power source for lighting and similar purposes inside confined spaces. Supply Board shall have MCB & ELCB for protection against electrical shock and equipment damage. All lighting supply shall be taken with plug & top. In case of any failures or additional requirements the contractor has to mobilize the same immediately.
4. The contractor has to take special precaution to ensure that the personnel under his control do not carry any combustible materials such as matchbox, cigarettes, etc. Smoking is strictly prohibited inside plant premises.
5. While submitting the Quotation, the agency should see that the cost of PPEs is included in the quotation. Once the quotation is submitted, there shall be no consideration for the cost of PPEs during the entire tenure of contract. The agencies shall abide by the Safety, Health & Environment Guide Lines for contractors of OPGC. The people on job should have all personnel protective equipments like Safety shoes, helmets, Full body harness with double lanyard, hand-gloves, safety goggles, welding aprons, respiratory masks, dust masks etc as required for the job. These are necessarily to be arranged by the agency. Also, the agency shall ensure that all safety appliances are certified by the EHS Head or his representative before putting them into use.
6. The contractor shall ensure that the tools and tackles used for lifting/pulling are tested and certified by competent person before deployment on job.

**L) GENERAL:**

1. The contractor or his authorized representative shall report to EIC in the morning and shall give work progress and completion report on daily basis. The site in charge and supervisors should have mobile phone for better communication and to facilitate the day to day work.
2. Any fault in the equipment, which is attributable to the poor workmanship of the contractor, has to be borne by the contractor free of cost & no extra payment will be made for the work.
3. The contractor and his employees should maintain the House Keeping of the equipment and their surroundings and no material, waste items, lubricants etc. can be left at site.
4. A weekly level meeting will be held with EIC for reviewing progress for the previous week and scheduling programmed for the next week.
5. OPGC will provide electricity, compressed air, water, etc. free of cost and at specific locations to facilitate maintenance.



6. Contractor shall be responsible for safe custody of all materials, consumables, spares, tools & tackles, special tools etc. issued to him by OPGC including his own supply items as per contract. The contractor, however, shall provide boxes, lockers, locks etc. to his staff for staff custody of the items.
7. The contractor shall make his own arrangements for transportation of materials and Manpower from store, sub-store or any stock yard.
8. Collecting material from stores, transporting to work site shall be responsibility of the contractor.
9. The owner shall provide him space for storage of materials tools in plant. The contractor however shall provide box lockers to his staff for safe custody of items.
10. Necessary entry gate pass for plant Premises will be required for the contractor employees as per rules pertaining at the time of contract. Contractor shall sufficiently in advance, complete the necessary formalities required to get the gate pass.
11. Any other miscellaneous work not mentioned but required for completion of job is included in the scope of work and contractors will not be paid any extra amount for the same.
13. The contractor or his authorized representative shall report to EIC on daily basis for progress report.
14. Contract price shall remain firm throughout the contract period irrespective of revision in daily wage rate.

**Note: Clauses mentioned in Special Terms & Condition shall be prevalent in case of any ambiguity with other parts of contract document.**