

SPECIAL CONDITIONS OF CONTRACT

Part-A: Annual Maintenance Contract for Electrical Maintenance jobs at ITPS Colony.

Part-B: Electrical Activity for new infrastructure at ITPS Colony.

- 1) The period of contract is Two Years from the date of issue of LOA / Work order excluding Mobilization Period of One week.
- 2) There will be provision for reimbursement of extra payment if any towards increase in minimum wages. Base date for this extra payment shall be considered as the date of opening of tender.
- 3) The contractor is required to mobilize his men, materials, plant & equipment at his work site within 07 days of intimation to start the work, failing which the Engineer-In-Charge will annul the contract agreement at his discretion. In the event of any such annulment, the owner reserves the right to recover the cost and other financial losses from the contractor in any manner deemed legally correct besides forfeiture of the EMD converted as ISD. 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.
- 4) The contractor has to mobilize all the tools and plants as listed in Technical Specification prior to start of work and maintain its availability and healthiness of the same throughout the contract period, failing which penalty as deemed suitable will be imposed as per the discretion of EIC.
- 5) The contractor shall be fully responsible for his workers with regards to terms of employment. OPGC will not be held responsible in any manner whatsoever in respect of worker engaged by the contractor. The contractor should issue Photo ID cards to all his workmen and produce the same as and when required for EIC for verification.
- 6) 5% of the gross bill amount shall be withheld towards statutory dues, which will be refunded after submission of authenticate document by the contractor.
- 7) 5% of gross monthly bill will be deducted towards security deposit (SD), which will be released after final bill is settled.
- 8) Monthly Running Bill shall be paid to the contractor after submission of Bill along with prescribed measurement, material statement and statutory documents.
- 9) The contractor shall disburse the wages to the worker on or before 7th day of completion of the wage period through Bank Payment. On failure penalty @ one percent per day subject to maximum five percent of the wages of last wage period shall be imposed. It is the responsibility of the contractor to ensure presence of representative of the principal employer during disbursement of all type of payment to his workers.
- 10) The Contractor shall disburse the statutory benefits like bonus, leave encashment etc. of the workers after completion of each year of work. On failure penalty @ one percent per month subject to maximum five percent of the total dues shall be imposed. It is the responsibility of the contractor to ensure presence of representative of the principal employer during disbursement of all type of payment to his workers.

- 11) In the event failure of contractor to undertake/attend to any job, supply of materials/spares, engagement of required in-line experience manpower during emergency / unforeseen jobs etc as 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.
- 12) If any other item which is not mentioned in the bill of quantities, but is required to be executed for maintenance work, the agency will have to execute the same at the schedule of rate of Govt. of Odisha / approved rate of OPGC.
- 13) The contractor shall abide by the "EHS policy" and General Guidelines for Environmental protection of OPGC.
- 14) Group Insurance Policy of the workman engaged in the work is mandatory.
- 15) The contractor shall abide by the legal provisions with regards to Health, welfare and safety of workers engaged by him He is also responsible for medical care of the person engaged by him.
- 16) All the staff and workmen as mentioned in the scope of work must undergo safety training.
- 17) Rights for Screening of all man powers including Electrical Engineer / Office Assistant / AC Mechanic etc mobilized for the job is to be done by OPGC EIC on the basis of their qualification, work experience, training and performance. Monthly Payment and Statutory Benefits to Electrical Engineer & Office Assistant is to be made at par in line with OPGC Outsourced Employment with the consent of Engineer In-charge.
- 18) Uniform with Florescent Jacket (Twice in year) is to be provided to all the workmen by the contractor.
- 19) The contractor should have Valid GST / IT PAN / PF / ESI & Labour license.
- 20) The contractor should have minimum 05 years in line experience for the work (HT / LT Electrical maintenance in a big Township).
- 21) The contractor should have valid HT license of Electrical Licenses Board of Orissa.
- 22) The contractor should have workman permit A / B / C from ELBO for the work.