

**Name of Work: Operation & Maintenance work of 02 no's WDM2A 2600HP, 02 no's of WDG3A 3100 HP, 03 no's WDG 4D 4500HP model Diesel loco of former M/s DLW, Varanasi make and maintenance of 147 BOBR / BOBRN MGR coal hopper Wagon & Ash Rake Operation at OPGC / ITPS MGR work shop & at MGR Railway Yard of OPGC I & II for the period of 02 (Two) Years.**

### **SCOPE OF WORK AND TECHNICAL SPECIFICATION FOR BOTH OPGC (I & II)**

The agency shall have to carry out the O & M work for the following items of the MGR system. The details are mentioned for each category of work as under. The general scope of work and services to be rendered by the contractor shall broadly be as follows but not limited to the following: The detail of work for BOQ item for OPGC I & OPGC II asset shall be as under

At Present, the MGR System at ITPS consists of the following equipment's and for OPGC I & OPGC II asset. The AMC for O & M of LOCO wagons is planned for the asset as under.

OPGC I:

- 1) 02 nos. of WDM-2A model diesel loco of 1994 year (M/s DLW Make).
- 2) 32 nos. of BOBR/BOBRN wagons (M/s Texmaco / M/s BESCO / M/s HEIL Make)

OPGC II:

- 1) 3 nos. WDG4D Diesel loco of M/s DLW ,Varanasi make of year 2017& 2018
- 2) 02 nos. of WDG-3A model diesel loco of 2005 year (M/s DLW Make).
- 3) 115 BOBR/BOBRN coal hopper wagon of M/s TITAGARH/ M/s HEIL make.

#### **OPGC I: BOQ (PART – A) items are as under for detail Scope of Work.**

- 1) The agency has to engage retired/experience railway LOCO operator for eight hours WDM2A loco operation. The loco pilot having five years experience in loco operation shall also be considered for piloting .The loco pilot shall have capability to handle the LOCO at a speed of 15 Kmph to 45 kmph or as per instruction of EIC for 8 hrs of a day to achieve the coal target .The Loco pilot shall have Diploma qualification in Mechanical or Electrical discipline.
- 2) The agency has to engage LOCO helper for loco pilot assistance in loco operation. The loco helper shall have minimum three years experience rake operation .The loco helper shall have capability to handle for rake checking for loading, unloading and assistance to LOCO PILOT for operation in MGR rake for timely drawn out and placement as per OPGC coal requirement.
- 3) The agency has to engage manpower / helper for unloading coal from BOBR/BOBRN wagon at trackhopper. The helper shall have minimum three years experience in coal unloading from rake.
- 4) The agency has to engage experienced manpower having 03 years for rake checking at unloading area of Track Hopper.
- 5) The agency has to engage experienced manpower having 03 years for rake checking at loading area at Chharla Siding.

#### **OPGC I: BOQ - Part B**

The agency has to carry out Electrical/ Mechanical maintenance of WDM 2A Loco at MGR ITPS up

to Quarterly Schedule for the following work for BOQ Part B of s I no 1 to 6. of OPGC- I

**The agency has to engage at least one person of Grade I or above of retired railway of having vast experience in Diesel LOCO & one person with minimum 3 years experience for WDM2 A model LOCO maintenance in each categories of work for Electrical, Air brake, Under gear, Power Pack and Air Compressor section.**

**AND**

**One retired SSE level experts in Electrical and Mechanical section to supervise and certify the maintenance work. Any other categories of staff required in addition to above five categories as per RDSO for maintenance, shall be arranged by the agency to attend the schedule work.**

**SI .No. 1 to 6 :- Maintenance schedule for Locomotives (WDM2A LOCO of 2600 HP)**

- a) Trip schedule as per RDSO for WDM2A LOCO: 01 day as per RDSO guide line
- b) Monthly schedule as per RDSO for WDM2A LOCO: 02 days or as per RDSO guide line
- c) Breakdown repairs other than major accidental repairs to the extent possible within the facilities available at MGR Workshop /Central Workshop.
- d) Regular maintenance of WDM2A LOCO at MGR Work Shop or running repair for smooth rake movement.
- e) Maintenance schedules in 02 shifts (A-shift + B-shift or in General shift) to be adopted to cater to maintenance requirements and coal quantity.

The maintenance schedules above shall be followed by the agency as per Indian Railway standards. For WDM2A Locos: Schedule of standard examinations of locomotives (as per RDSO). For the different maintenance schedules, different facilities shall be developed at OPGC MGR Workshop as Per agency's advice.

All works to be carried out with Indian Railways, various railway sheds, related to maintenance of locos & wagons shall be intimated to us by the agency.

For testing of loco components, lubricants & cooling water for assessing various parameters like viscosity, contamination, etc. Agency shall utilize the facilities available at chemistry section of OPGC. OPGC will do the necessary co-ordination with the chemistry section.

For major testing/repairs not possible within the Plant, the same will be sent to Railway Workshop (Bondamunda / Raipur/ VSKP/ Kharagpur etc.) /other chemical laboratory /NALCO / IOCL. Agency will coordinate the jobs to Railway Workshops / other chemical laboratory / NALCO / IOCL / OEM's Workshop. OPGC will bear the cost involved for coordination work with Railway. However, before sending the components for testing/repair, prior approval from EIC shall be obtained by agency.

Repair, Testing and Calibration of Fuel injection Pumps & Nozzles shall be carried out in Indian Rail way/Shed /Workshop. Testing charges claimed by Railway Workshop/OEM shall be paid by OPGC.

All the staff deployed by agency should have expertise in maintenance of WDM2A Locos. No local labours will be engaged by the agency.

**Liasioning with INDIAN RAILWAY for maintenance of Locomotives**

Maintenance of one WDM2A LOCO up to quarterly schedule for all the section including

balance section of work of LOCO shall be as per BOQ I above and as per IR standard or available facility in MGR.

**SI .No. 07 - Maintenance of BOBR/BOBRN wagon:**

**Maintenance schedule for BOBR/BOBRN wagons as under:**

The agency has to engage retired railway SSE level for supervision of wagon maintenance work and sufficient manpower having railway retired BOBR wagon expert for maintenance of wagon.

Maintenance of 32 no's MGR BOBR/BOBRN coal hopper wagon of manufacturing year .The agency has to quote price for maintenance of 32 no's wagons per month mentioned in Bill of quantity ( BOQ I) .

Minimum about 32 no's wagon or less or as per requirement shall be handed over to the agency for maintenance in a month and payment shall be released proportionately the no. of wagon handed over initially to the agency before start of work / contract for maintenance in a month.

- a) Daily safe to run of train / rake examination at track hopper after unloading.
- b) Fortnightly safe to Run Test / Brake power test of train / rake examination. (Maximum time allowed: 04 hrs.)
- c) Monthly intensive train / rake examination. (Time allowed: 04 hrs.max)
- d) Quarterly/Half yearly / or as OPGC requirement schedule: 01 wagon per 3 days subjected to availability of T & P and lifting arrangement.
- e) Hot axle checking at the time of arrival of rake at track hopper.
- f) Breakdown repairs other than major accidental repairs to the extent possible within the facilities available at MGR / Central Workshop.
- g) Replacement of Center Pivot tops / CBC / Draft Gear & other wagon assemblies using proper size rivets. Riveting equipments shall be supplied by OPGC. All special tools and plants shall be supplied by OPGC.
- h) The availability of wagon shall be 90 % or as per discretion of EIC.
- i) Regular maintenance of any minor defective wagon or running repair for smooth rake movement.

**SI No.8 - Painting of the wagons**

Painting of wagon is in the Scope of the Contractor. Paints will be supplied by OPGC. One wagon shall be handed over for painting in three days as per OEM guidelines.

**SI No.9 - Overhauling of Distributor Valve**

The agency has to engage experts for Repair and Overhauling of Distributor Valve of wagon at our site along with testing of Valve. All Spares & Consumables shall be supplied by OPGC.

**BOQ for OPGC II – O&M of LOCO & WAGON**

**OPGC II, BOQ – PART A - items are as under for detail Scope of Work**

**A) LOCO Operator for Operation of LOCO , Loco Helper, Rake checking at Chharla and hopper coal unloading and Rake checking at Manoharpur for OPGC II**

- 1) The agency has to engage retired/experience railway LOCO operator for eight hours for WDG3A loco operation. The loco pilot having five years experience in loco operation shall also be considered for piloting .The loco pilot shall have capability to handle the LOCO at a speed of 15 Kmph to 45

kmph or as per instruction of EIC for 8 hrs of a day to achieve the coal target .The Loco pilot shall have Diploma qualification in Mechanical or Electrical discipline.

- 2) The agency has to engage LOCO helper for loco pilot assistance in loco operation. The loco helper shall have minimum three years' experience rake operation .The loco helper shall have capability to handle for rake checking for loading, unloading and assistance to LOCO for operation in MGR rake for timely drawn out and placement as per OPGC coal requirement.
- 3) The agency has to engage experienced manpower having 03 years for rake checking at unloading area of Track hopper.
- 4) The agency has to engage manpower / helper for unloading coal from BOBR/BOBRN wagon at Trackhopper. The helper shall have minimum three years experience in coal unloading from rake.
- 5) Providing experienced manpower for rake checking at Manoharpur Siding. The Manpower shall have minimum three years experience in Rake checking for BOBR/BOBRN Wagon. The manpower shall have capability to handle for rake checking for loading, assistance to LOCO for operation in MGR rake for timely drawn out and placement as per OPGC coal requirement.
- 6) Supervision of O &M work and record keeping of rake movement : - The agency to depute minimum graduate having 3 years experience as supervisor to handle at least 50 manpower.

#### **OPGC II, BOQ – PART B- items are as under for detail Scope of Work**

#### **B. Maintenance of 02 no's WDG3A , 03 no's of WDG4D LOCO , 115 Wagons & 3 BV's for OPGC II**

1. The agency has to carry out Electrical/ Mechanical maintenance of WDG3A Loco at MGR ITPS upto Quarterly Schedule for the following work for BOQ Part B of sl no 1 to 6. of OPGC- II
2. The agency has to carry out Electrical/ Mechanical maintenance of WDG4D Loco at MGR ITPS upto Quarterly Schedule for the following work for BOQ Part B of sl no 7 to 12. of OPGC- II

**The agency has to engage at least one person of Grade I or above of retired railway of having vast experience in Diesel LOCO & one person with minimum 3 year experience in WDM2 A/WDG3A/WDG4D model LOCO maintenance in each categories of work for Electrical, Air Brake, Under Gear, Power Pack and Air Compressor section.**

**AND**

**One retired SSE level experts in Electrical and Mechanical section to supervise and certify the maintenance work. Any other categories of staff required in addition to above five categories as per RDSO for maintenance, shall be arranged by the agency to attend the schedule work.**

#### **Maintenance schedule for Locomotives (WDG3A LOCO of 3100HP) BOQ- (Sl.No. 1 to 6)**

- a) Trip/ monthly schedule as per RDSO for WDG3A LOCO: 01 day as per RDSO guide line
- b) Breakdown repairs other than major accidental repairs to the extent possible within the facilities available at MGR Workshop /Central Workshop.

c) Regular maintenance of WDG3A LOCO at MGR Work shop or running repair for smooth rake movement.

d) Maintenance schedules in 02 shifts (A-shift + B-shift or in General shift) to be adopted to cater to maintenance requirements and coal quantity.

The maintenance schedules above shall be followed by the agency as per Indian Railway standards. For WDG3A Locomotives: Schedule of standard examinations of locomotives (as per RDSO). For the different maintenance schedules, different facilities shall be developed at OPGC MGR Workshop as per agency's advice.

All works to be carried out with Indian Railways, various railway sheds, related to maintenance of locomotives & wagons shall be intimated to us by the agency.

For testing of loco components, lubricants & cooling water for assessing various parameters like viscosity, contamination, etc. Agency shall utilize the facilities available at chemistry section of OPGC. OPGC will do the necessary co-ordination with the chemistry section.

For major testing/repairs not possible within the Plant, the same will be sent to Railway Workshop (Bondamunda/ Raipur/ VSKP/ Kharagpur etc.) /other chemical laboratory /NALCO / IOCL. Agency will coordinate the jobs to Railway Workshops / other chemical laboratory / NALCO / IOCL / OEM's Workshop. OPGC will bear the cost involved for coordination work with railway. However before sending the components for testing/repair, prior approval from EIC shall be obtained by agency.

Repair, Testing and calibration of Fuel Injection Pumps & Nozzles shall be carried out in Indian Railway/ Shed /Workshop. . Testing charges claimed by Railway workshop/OEM shall be paid by OPGC.

All the staff deployed by agency should have expertise in maintenance of WDG3A Locomotives. No local labours will be engaged by the agency.

#### **Liasioning with INDIAN RAILWAY for maintenance of Locomotive**

Maintenance of one WDG3A LOCO up to quarterly schedule as per RDSO/MGR facility:  
Maintenance of one WDG3A LOCO up to 90/180 days/ Quarterly schedule for balance section of work of LOCO shall be as per BOQ above and as per IR standard or available facility in MGR.

#### **Maintenance schedule for Locomotives (WDG4D LOCO of 4500HP) BOQ- (SI.No. 7 to 12)**

a) Trip/ monthly schedule as per RDSO for WDG4D LOCO: 01 day as per RDSO guide line

b) Breakdown repairs other than major accidental repairs to the extent possible within the facilities available at MGR Workshop /Central Workshop.

c) Regular maintenance of WDG4D LOCO at MGR Work shop or running repair for smooth rake movement.

d) Maintenance schedules in 02 shifts (A-shift + B-shift or in General shift) to be adopted to cater to maintenance requirements and coal quantity.

The maintenance schedules above shall be followed by the agency as per Indian Railway standards. For WDG4D Locomotives: Schedule of standard examinations of locomotives (as per RDSO). For the different maintenance schedules, different facilities shall be developed at OPGC MGR Workshop as

Per agency's advice.

All works to be carried out with Indian Railways, various railway sheds, related to maintenance of locos & wagons shall be intimated to us by the agency.

For testing of loco components, lubricants & cooling water for assessing various parameters like viscosity, contamination, etc. Agency shall utilize the facilities available at chemistry section of OPGC. OPGC will do the necessary co-ordination with the chemistry section.

For major testing/repairs not possible within the Plant, the same will be sent to Railway workshop (Bondamunda/ Raipur/ VSKP/ Kharagpur etc) /other chemical laboratory /NALCO / IOCL. Agency will coordinate the jobs to Railway workshops / other chemical laboratory / NALCO / IOCL / OEM's Workshop. OPGC will bear the cost involved for coordination work with railway. However before sending the components for testing/repair, prior approval from EIC shall be obtained by agency.

Repair, Testing and Calibration of Fuel Injection Pumps & Nozzles shall be carried out in Indian Rail way/Shed /Workshop. Testing charges claimed by Railway Workshop/OEM shall be paid by OPGC.

All the staff deployed by agency should have expertise in maintenance of WDG4D Locomotives. No local labours will be engaged by the agency.

#### **Liasioning with INDIAN RAILWAY for maintenance of Locomotive**

Maintenance of one WDG4D LOCO up to quarterly schedule as per RDSO/MGR facility:  
Maintenance of one WDG4D LOCO up to 90/180 days/ Quarterly schedule for balance section of work of LOCO shall be as per BOQ above and as per IR standard or available facility in MGR.

**Maintenance of BOBR/BOBRN wagon: Item work BOQ sl no 13 of OPGC II shall be carried as per Scope of Work as under .**

#### **Maintenance schedule for BOBR/BOBRN wagons as under:**

The agency has to engage retired railway SSE level for supervision of wagon maintenance work and sufficient manpower having railway retired BOBR/BOBRN wagon expert for maintenance of wagon and high skilled workman.

Maintenance of 110 MGR BOBR/BOBRN coal hopper wagon of manufacturing year 2017 and 05 No's MGR BOBR/BOBRN Coal Hopper wagon of year 2022. The agency has carryout maintenance of 115 wagons per month mentioned in Bill of quantity ( BOQ) .

Minimum about 118 No of wagon or less or as per requirement including brake van shall be handed over to the agency for maintenance in a month and payment shall be released proportionately the no.of wagon handed over initially to the agency before start of work / contract for maintenance in a month. The maintenance of brake van shall be considered as maintenance of one BOBR/BOBRN wagon.The rake shall consist of 45 to 58 wagons or depending on coal requirement.

- a) Daily safe to run of train / rake examination at Track hopper after unloading.
- b) Fortnightly safe to Run Test / Brake power test of train / rake examination. (Maximum time allowed: 04 hrs.)
- c) Monthly intensive train / rake examination. (Time allowed: 04 hrs.max)
- d) Quarterly/Half yearly / or as OPGC requirement schedule: 01 wagon per 3 day subjected to availability of T & P and lifting arrangement.
- e) Hot axle checking at the time of arrival of rake at track hopper.
- f) Breakdown repairs other than major accidental repairs to the extent possible within the facilities available at MGR / Central Workshop.
- g) Replacement of Center Pivot tops / CBC / Draft Gear & other wagon assemblies using proper

size rivets. Riveting equipments shall be supplied by OPGC.  
All special tools and plants shall be supplied by OPGC.

h) The availability of wagon shall be 90 % or as per discretion of EIC.

i) Regular maintenance of any minor defective wagon or running repair for smooth rake movement.

**SI No.14:** Painting of wagon is in the Scope of the Contractor. Paints will be supplied by OPGC. One wagon shall be handed over for painting in three days as per OEM guidelines.

**SI No.15: Repair and overhauling of Distributor Valve of wagon:** The agency has to engage experts for repair and overhauling of Distributor Valve of wagon at our site along with testing of Valve. All Spares and consumables shall be supplied by OPGC.

**SI No.16: Re Railment of Wagon/Loco at any location of OPGC Track-** Re Railment of Wagon & Loco at any location of OPGC - Track. Re Railment of toppled wagon /loco will paid extra on actual realization of Work.

**SI No.17: USFD Testing of Axle and 2 Disc (one set of Wheel) –** Flaw detection in wheel & axle ones in a year should be done by agency certified by NABL or RDSO approved Staff/Agency. Report of same shall be submitted to EIC.

#### **OPGC II, BOQ – PART C- item is as under for detail Scope of Work**

**1 . Ash Rake Operation & Laision with Railway for RR Submission ,Co -ordinate with ASH SILO Supervisor –** Agency has to depute sufficient manpower for Placement of Rake at ASH SILO, Rake Checking at MGR Yard before loading and after loading. Wagon Should be properly secured by wire if found defective. Laision with Indian Railway for submission of RR to serving station within 24 hrs after loading completion & Co -ordination with Ash Silo Supervisor.

## **TECHNICAL SPECIFICATION**

#### **Terms & Conditions for LOCO operation for both OPGC I & II:**

1. The agency shall deploy retired expert railway / voluntary retired railway driver of age up to 65 years for the LOCO operation work .The agency may also engage loco drivers having five years of experience in WDM2A, WDG3A & WDG4D for OPGC I & OPGC II respectively f o r loco operation.
2. Prior to deployment of any Loco driver/pilot, their bio data should be submitted to Engineer-in-Charge of OPGC where after trade test & interview will be carried out to determine fitness of the person for the job.
3. Once the person has been declared technically fit, he has to undergo medical check-up at OPGC, ITPS hospital. The person will be appointed only if he is declared medically fit.
4. The deployed railway driver will be allowed to work only upto maximum age of 65 years, after

which their services will be continued based on their medical fitness.

5. The entire railway driver to undergo compulsory medical check-up at ITPS hospital once in every six months & the medical records are to be submitted to Engineer-In Charge.
6. All registers as per statutory requirement including daily attendance register/registers as required for the job shall be maintained by the agency.
7. The agency shall deploy the driver in General shift / in shift for all working days including holidays.
8. The agency shall submit wage sheet photocopies of driver deployed and shall be verified with the original.
9. All Retired Railway drivers are to be provided with insurance coverage by the agency .Copy of the insurance to be submitted to Engineer-In-Charge.
10. Penalty for unsafe operation of the LOCO of the MGR system by the Railway driver will be recovered from the agencies bills @ Rs 10000/-per incident. The decision of Engineer In Charge in this regard will be final & binding.
11. In case of death of staff on duty, then the agency has to incur all the expenditure related to post-mortem, calling upon the family members of the deceased from their native place, transportation cost towards the family of the deceased from their native place to OPGC & back & also cost towards transportation of the deceased body from OPGC to his native place & various other incidental charges. These charges will not be reimbursed to the agency. No compensation whatsoever will be paid by OPGC.
12. The following T & P shall be provided by the agency to the entire railway driver (per person):
  - i) flag-green 01 no once in 03 month. ii) flag-red 01no once in 03 months ,iii) . 3 cell torch light 01no during the contract period .iv) torch cells 03 nos once in a month. v). water flask 01 no once during the contract period. vi). soap 01 no once in a month. vii) 1 metre cloth/ towel 01 no once in a month. viii) Dust /nose mask 03 nos once in a month.The agency has to provide an alcohol detector at MGR control room for checking of alcohol consumption during duty hour.
13. There is no fixed starting time for rake movement and number of rake movement shall be intimated to the agency as per coal requirement at Coal Handling Plant per day.
14. No. of rake movements in a day depends upon coal availability at yard and coal requirement at Plant side.
15. The duration of rake movement starts from empty rake departure at MGR & arrival of empty rake to MGR after unloading of loaded rake.
16. If contractor did not supply hand T & P as per maintenance requirement and safety item as per



OPGC requirement the same shall be procured by OPGC at contractor's risk and cost and overhead of 25% shall be charged to actual cost of procurement & necessary deduction shall be done from running bills.

17. The accidental insurance of their staff shall be done by contractor at their own cost.
18. All statutory obligations fulfilment is the responsibility of the contractor.
19. Rake checking for loading and unloading and assistance to LOCO operation in MGR rake for timely drawn out and placement as per OPGC coal requirement.
20. The agency shall engage skilled manpower of wagon maintenance experience to timely placement and drawn-out of rake for loading and unloading of coal. The **rake checking time** to start for placement after unloading of coal shall be 20 minutes for 45 wagons and after loading shall be 20 minutes except sampling period of coal and charging air for rake. The rake checking staff should be skilled manpower to be deployed in LOCO & in brake van and at loading and unloading place for this job so as to coordinate the Main Control Room of MGR for timely placement / drawn-out of rake.
21. Penalty of Rs 5000.00 for delay in placement of rake or drawn out due to reasons attributable to the agency for poor performance of operation staff shall be imposed and deducted from the monthly bill.

#### **SPARE PARTS & MATERIALS:**

Hand Tools shall be arranged by the agency and consumable items shall be provided by OPGC. The agency shall make available the list of T&P items to EIC before commencement of the Contract. All specialised tools, spares and materials for maintenance of locos and wagons will be identified and assessed by agency giving description and quantity details well in advance and OPGC will supply them free of cost during maintenance as per requirement.

Agency shall furnish a list of inventory requirement for specific period for consumables and non-consumables both to avoid delay and blockage of high cost capital items.

Essential services like water, oxygen, acetylene, power & electrodes, in MGR workshop shall be provided by OPGC free of cost.

Agency will organize the collection and transport of required materials from OPGC Main Store to Site Stores and to attend troubleshooting in rake

In case Crane, Trailer, Truck, Hydra, etc. are required for transportation of heavy materials, OPGC will provide such facilities free of cost. The manpower required for loading /unloading in Central Stores / MGR Store shall be arranged by agency at their own cost. The procedure for the above shall be followed by agency as done by other Contractors.

Site Stores for LOCO & Wagon Spares shall be maintained by agency. All materials (Spares & consumables related to Loco & Wagon maintenance) shall be drawn and transported from Main Stores by agency on clearance from EIC. Storage facilities at site shall be provided by OPGC.

Agency shall keep storekeepers for issue/receipt of Spares and Consumable items and maintain proper record for the same. A monthly statement of the material drawn from the Main Store / Site Store and quantity consumed and balance on hand shall be submitted to EIC.

## **PLANT AND EQUIPMENT:**

Machinery, Plant, tools and equipment required for satisfactory maintenance shall be provided by OPGC free of cost. Agency will assist OPGC in procurement of such spares/equipment's (for preparation of specifications of materials etc.) without any extra financial implication.

Agency will assist for installation of testing equipment/jigs/ fixtures required for the job. The components, spares and Equipments which can be repaired / finished / machined at MGR Workshop shall be done by OPGC with the assistance of agency. If such components are urgently required and not available in Stores , shall be arranged by OPGC

All the shunting of locos & wagons required for maintenance and fueling inside MGR Workshop yard shall be carried out by agency's loco driver & shunter. Damage of LOCO Spare /Equipments due to shunting operation is to be borne by the agency and the agency shall rectify at their cost.

Quarterly statement shall be submitted by agency, indicating the working condition of all the LOCO ,wagon & the maintenance done during the quarter, with full details of spares required for such machinery/ Equipments which are under break down. At the end of the contract period, agency shall hand over all the plant & equipment in good working condition.

## **HOUSEKEEPING**

Housekeeping of entire premises in & around MGR Workshop will be done by the agency. The agency shall clean oil, lubricants and grease from the surfaces of maintenance pits/bays, fuel injection room, lubricant room etc. Agency shall dispose of all the waste and keep the premises totally clean. All scrap shall be neatly stacked at a nominated place shown by E.I.C.

## **YEARLY/ IOH/POH / MAJOR REPAIRS OF LOCOS**

Agency will provide assistance to OPGC for arranging above repairs of locos at Indian Railways. Agency shall prepare list of missing/damaged parts & repairs to be done in Railway Workshop. Agency will check the locos and prepare joint deficiency report with Railway staff, prior to dispatch of Loco.

## **RECORD KEEPING**

History sheet for each loco and wagon shall be maintained by agency, showing all major renewals, repairs, accident damages etc. This record shall be the property of OPGC & shall be handed over to OPGC on termination /end of Contract Period.

Any additional record in connection with rolling stock required by OPGC shall be maintained by the agency.

## **PERFORMANCE GUARANTEE:**

Loco availability will be maintained at monthly average of 90% of effective numbers of locomotives physically available at OPGC subject to availability of Spares from OPGC. However breakdown Loco / Locos are to be released on the same day.

Wagon availability will be maintained by agency at monthly average of 90% of the effective numbers of wagons physically available at OPGC subject to availability of Spares from OPGC. On daily basis 90%of the effective number of wagons should be in operational condition. If agency is not able to fulfil the above conditions due to reasons not beyond their control and attributed directly to the sub standard maintenance of wagons which shall be established through a joint enquiry

having representative of agency, a penalty subject to maximum of 5% of the monthly bill shall be imposed on agency.

In case any accident of locos & wagons occurs due to bad workmanship of agency which shall be determined by an enquiry committee consisting of at least one member of agency, the liability of agency shall be limited to maximum of 5% of monthly RA Bill or as decided by EIC.

**MULTIPLE UNIT OPERATION OF LOCOS:** Whenever felt required, rakes will be moved with two locos coupled together through multiple unit & the agency has to depute one electrical & one air brake expert to accompany the rake with locos working in multiple unit operation.

#### **CONSULTANCY AND LIAISONING:**

Consultancy and liaison services for maintenance of locos and wagons, spare parts procurement, inventory, rectification of defects and necessary modification shall be extended to OPGC by the agency.

Taking over of any equipment / workshop machinery shall be done jointly by OPGC & agency. Equipment shall be given to agency in good working condition & shall be jointly recorded at the time of handing over. Agency will hand over the equipment to OPGC in good working condition, except for normal wear and tear in event of termination / end of Contract.

All Tools & Plants purchased for MGR except agency's scope of supply shall be given to agency for their use during the Contract period. However, agency shall hand over the T&P with proper account to OPGC after expiry of the Contract Period.

Agency will ensure timely maintenance of the rolling stock and will give specific attention to the items which require frequent maintenance. However, if there is shortage of Spares /sub-assemblies, agency shall not be responsible for any set back. Spare requirement shall be projected by agency well in time. Agency will maintain proper preventive schedule charts. The jobs undertaken shall be recorded and full report shall be submitted to OPGC every month.

Agency's Chief Project Manager (CPM) shall inform OPGC EIC while leaving station. A competent person is to be nominated to look after various maintenance activities in case of long absence of CPM as per the instruction of EIC. Daily progress report of work along with the manpower status shall be submitted to EIC.

#### **The following works are to be carried out at Track Hopper for Coal Unloading.**

1. The agency shall deploy round the clock skilled (operator) and skilled manpower (helper) in both track hoppers so that the rake shall be unloaded within 30 minutes after arrival of loaded rake at track hopper and build-up of pressure in the rake.
2. The agency operator at track hopper has to give signal to MGR Control Room and LOCO pilot after checking the status of hopper for coal unloading from the rake.
3. The agency workmen have to charge the rake wagons DOM tanks (door operating cylinder reservoirs) by connecting feed pipe of LOCO and adjacent Wagon feed pipe. OPGC can arrange alternate pressure source for wagon unloading in case failure of LOCO air compressor to meet urgency.

4. Unloading of wagon of rake shall be done by individual wagon in stand still or rake in slow movement of 2 to 4 kmph or as per speed requirement with the help of power supply to pick up shoe of wagon. The power supply system are arranged by OPGC .The agency has to carry out the unloading also by activating pneumatic spool valve of wagon. The unloading work can be done by battery / power supply in cable / manually / Line Side Equipment.
5. The agency operator at track hopper must give signal to move the rake only after complete unloading of wagon with door close condition. After unloading of rake, it is to be ensured that all doors of wagons are closed properly and DOM tanks are drained. if any wagon got defective during unloading, operator has to inform MGR Control Room for detachment of wagon from rake.
6. If any oversize foreign material / boulders/ big stones are found in wagon, these are to be intimated to MGR Control Room immediately.
7. Utmost care is to be taken for wagon derailment during unloading and to avoid wagon door damage during unloading.
8. The departure signal shall be given from track hopper with the consultation of MGR Control Room after unloading of wagon and rake completely checked for movement.
9. The agency has to coordinate with MGR Control Room to unload wagons timely at Track hopper, status of wagon unloading and give feedback to control room regarding track hopper condition time to time.
10. After departure of rake from any of the track hopper the persons will enter the hopper areas wherever big size coal is observed, he shall intimate to MGR / CHP Control Room for cleaning work of track for next rake arrival.

### **SPECIAL CONDITIONS OF CONTRACT**

- 1) The work men shall have thorough knowledge for relevant works in maintenance and the technical competency to be checked by EIC before putting the workman in each job.
- 2) The Contractor shall have to deploy a Site in charge (SIC)/ Chief Project Manager (CPM) who should always be available in this Power Station during the period of Contract to ensure the quality of O & M work. The Site in-charge must possess inline knowledge, experience of 10 years, workmen safety standard and skill to execute the maintenance of LOCO & Wagon at Ib Thermal Power Station.
- 3) The Contractor shall deploy the workmen as mentioned above in Scope of Work must have adequate knowledge regarding the maintenance of LOCO & Wagon. If any of the Contractor's workmen is found unqualified / inexperienced for a work, he will not be allowed to do the jobs/ works. The Workmen and other personnel engaged by the contractor for this work shall at no point of time have any liability on OPGC concerning to their employment under the Contract agreement.
- 4) In the case of any class of work for which there is no such specifications has been provided, such work shall be carried out in accordance with the RDSO drawing / Indian Railway Standard Specifications. In case there is no such specifications are also available, the work shall be carried out as per manufacturer's specifications. In case there are no such specifications as required above, the work shall be carried out in all respect in accordance with the instructions and requirements of the Engineer-In-Charge.

- 5) The schedule of maintenance shall be as per Railway or as decided by our EIC.
- 6) You shall have to deploy sufficient number of skilled person as mentioned in each item category of for maintenance work of LOCO /Wagon as per instruction of EIC.
- 7) You shall have to accept to other work which is not in the BOQ but the system requires for rake movement, In that case the agency has to agree the rate of Schedules of rates or of Indian Railway with 15 % overhead as decided by the EIC.
- 8) The monthly works shall be measured and payment shall be released accordingly as decided by the EIC. Penalty of 5 % or more as per discretion of EIC for non-performance of work shall be considered for deduction from bill due to substandard maintenance or non-performance of assigned work.
- 9) You shall use proper sign, signal, flags and obstacles during maintenance and operation work for safe movement of rake.
- 10) Maintenance for 147 wagon for OPGC I & II or as per availability of BOBR/BOBRN coal hopper wagon of make M/s TEXMACO / M/s HEIL / M/s BESCO/ M/s TITAGARH including brake van shall be handed over to agency for maintenance per month and payment shall be released proportionately.
- 11) Inspection, Testing and Management of Records:  
**The Contractor shall provide consultancy for the various tests as required by EIC as enumerated in the Instruction Manuals/ Railway practices/ RDSO guidelines for Locos & Wagons. Proper records of such tests and inspection shall have to be maintained in formats/documentation as per instruction of Engineer-In-Charge of OPGC.**

The work is subject to inspection at all times by the Engineer-In-Charge. The Contractor shall carry out all the instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications given in the manuals.

**Any maintenance & operation not conforming to the Instruction Manual of DLW / RDSO / Manufacturer shall be rejected and the contractor shall carry out the rectification within the quoted rates. All results of inspection and tests will be recorded in inspection reports.**

**The contractor shall print, provide and maintain all records like log books, registers and material reconciliation statement, Store records etc. and submit reports/ records.**

- 12) PERSONNEL: Contractor will provide details of category-wise manpower [with details of qualification & experience] to be employed for execution of the job in line with respective items requirements. However, the number and categories of workers, supervisory, managerial and consultant staff to be deployed from time to time on all activities are to be certified by EIC. In the beginning of the contract the contractor will submit a list of manpower deployed with assigned work inside the Plant required to execute the jobs. Any change in position of manpower deployed is to be brought to the notice of Engineer- in- Charge immediately.

The age limit of different categories of people engaged by the Contractor is 65 Years (in case of railway experienced personnel) and for others it is 60 years.

However, the medical fitness of the employees as required under the specifications shall be followed.

As and when a person completes the specified age he will be replaced with a suitable replacement with stipulated age criteria.

- 13) The quantity mentioned in each item of Bill of Quantity is indicative and may decrease or increase as per requirement of OPGC. The agency shall be paid accordingly.
- 14) Availability for LOCO and Wagon: The agency shall ensure the minimum monthly availability of 90% in case of locos & 90% in case of wagons throughout the Currency of the contract, failing which penalty 5 % of the monthly billing value as envisaged shall be imposed on agency. The above availability is subjected to Stock /Spares lying under breakdown repairs but not attributable to agency.
- 15) The agency has to engage vehicle for their staff round the clock to attend the Shift work, trouble shooting at any place of MGR track during rake movement and normal maintenance work.
- 16) Whenever the labour is used for other work not mentioned in SCC or SOW, payment for additional work shall be made workers, supervisor, consultant / engineer as decided by EIC.
- 17) If the agency procure Spares for urgency , the cost shall be paid extra which includes the actual purchasing cost inclusive of taxes paid as per bill + Transportation charges + labour charge.
- 18) Labour Charge: it implies actual made to the labour as per payment sheet.
- 19) Fuel oil, lubricants. Hydraulic oil and Spares for equipment will be provided by OPGC free of cost for smooth traffic operation. The contractor shall submit a monthly reconciliation statement of these materials along with the RA bill.
- 20) Safety of operation and keeping free from the accident, derailment and demurrage to the minimum will be the foremost responsibility of the Contractor. The Contractor shall take over each locomotive after completion of schedule maintenance / repair by checking it thoroughly for trouble free traffic movement.
- 21) Monthly coal transportation target will be intimated to the Contractor at the beginning of every month and the Contractor is to operate coal rakes to transport the required quantity of coal. Shunting operation as per BOQ inside OPGC yard is to be carried out by the agency to load/ unload/ detach /attach of LOCO/Wagon in rake or from rake.
- 22) The Contractor has to bring the requisite quantity of coal as per requirement of Engineer-In-Charge. If the Contractor fails to execute the coal rake movement for a day or more due to any fault / reason attributed to the Contractor, the penalty will be deducted on pro-rata basis from the subsequent RA Bill of the Contractor for the days the rake movement not executed or OPGC shall cancel the Contract.
- 23) Safety of the system operation and restoration of normalcy in case of derailment / accidents is the responsibility of the Contractor. OPGC shall provide the T & P and rerailing equipments for restoration of derailment.
- 24) In case the rake operation is affected due to non-availability of manpower, then penalty shall be imposed @ Rs 5000/- per Shift .The non-availability of manpower for two shift in a month leads

to poor performance and OPGC shall go for alternate arrangement and also cancel the Contract.

- 25) To attend the enroute problems contractor shall keep and maintain a toolbox with requisite hand tools in every rake. The defects in loco or wagons, which cannot be attended in en- route, must be communicated to MGR Control Room immediately.
- 26) If the coal wagon doors open during loading or in running rake, The contractor has to report to OPGC EIC immediately and OPGC shall attend immediately to clean the coal and rail track and arrange to transport the reclaimed coal from site A committee formed by OPGC will find out the cause of door opening and other damages and to fix responsibility. Any loss including the cost of coal and damages if found attributable to the Contractor as per Committee report shall be recovered from Contractor's subsequent RA Bill.
- 27) All implements for operation such as set of flags, danger lights, token pouch, whistles, lights, signal torches, tail lamps for last vehicle etc. as per railway norms shall be supplied and maintained by the Contractor.
- 28) Operating personnel of the Contractor should not be above the age of 65 years for railway experienced personnel & 60 years for others and their suitability has to be assessed by qualified Medical Officer. If not found suitable, they should be immediately replaced.
- 29) Movement/Operations time : Time period from loading yard to unloading area of Plant after handing over of rakes shall be 45 minutes at 9 KM distance loading yard & from Plant to loading yard after receiving the line clearance shall be 45 minutes or as decided by OPGC time to time and shall be intimate to the agency as per OPGC requirement. Penalty for delay in rake movement shall be Rs 5000.00 per rake.
- 30) Fuelling of locomotives as and when required is OPGC responsibility. The diesel and lubricants (for O&M work ) as required will be issued by OPGC free of cost.
- 31) The Contractor will be handed over the rolling stocks at MGR yard /Siding for its maintenance and will receive it from Engineer-In-Charge and shift it to respective site without any delay to attach in rakes. If any delay is accounted for the negligence of the contractor, he will be liable to penal action as per the decision of the Engineer-In-Charge.
- 32) The Contractor shall submit daily report like HSD consumption rake movements etc to the EIC.
- 33) Presently four coal rakes per day are planned to ply in MGR system between loading yard at 09 KM distance of MCL and also Seven/Eight coal rakes from M/s OCPL mines at Manoharpur of 50 KM distance . The agency has to draw more than eleven/twelve rakes as per requirement of coal per day .The time period for 50 KM distance coal loading shall be decided by EIC and the agency has accept the time for such movement.
- 34) The broad Scope of Work includes but not limited to operation, maintenance supervision, including marshalling and placement of rakes / wagons at loading /unloading points at loading and unloading Yard , round the clock as per direction of the Engineer-In-Charge.
- 35) The agency has to report of any loss by damage, theft, fraud etc. not attributable to the Contractor to concerned Engineer-In-Charge and assisting in lodging claims pertaining to loss of parts of OPGC as and when necessary and pursuing the claims on behalf of OPGC.
- 36) The Contractor shall provide technical advice and liaison services for the following as and when required by Engineer – In – Charge.
  - (a) Operation & maintenance LOCO & Wagon
  - (b) Rectification of defects in design and manufacture and suggestions / recommendations for modifications.
  - (c) Assessment of all Spares to be supplied by OPGC including its specifications and source of

supply.

- (d) Review and assess additional safety measures required (if any) for OPGC Rail system.
  - e) Any repairs / replacements which are the obligation of the manufacturer under the warranty clause. Contractor shall notify such defects promptly to OPGC, if noticed within the warranty period.
  - f) The Contractor has to return all the used up / unserviceable material / Spares/ used lubricants with its container to the Central Store once in every three months with free of cost.
- 37) PLANT & MACHINERIES, JIGS, GADGETS, FIXTURES, SPECIAL TOOLS ETC: Required Plant & machineries, Tools & tackles except hand tools, Jigs, gadgets, Fixtures, Special tools, big instruments etc shall be arranged by OPGC.
- 43 ) The Rail system is the lifeline of OPGC and the Contractor is expected to give best of service to maintain zero break down in the O&M of work. Any lacuna observed which cause may for accident or derailment will be taken into consideration of penal action as deemed fit depending on the circumstances. Contractor shall carry out the services in conformity with Railway Standard / Norms / Codes and sound standard of Engineering Practices or as per decision of Engineer-In-Charge. The decision of Engineer -In-Charge will be final and binding.
- 44) The contractor shall provide necessary instruments / hand tools like measuring scales, calipers, micrometers, level, megger, avometer, tongue tester, line tester, meter checker, phase sequence meter etc at his own cost. All the above should be available with the Contractor with valid testing and calibration certificate as per ISO requirement.
- 45) The Contractor shall print, provide and maintain all records like maintenance Schedule forms, work sheets, registers and material reconciliation statement, Store records etc. and submit reports/ records/returns confirming relevant ISO requirements or as required by Engineer -In-Charge. Any work not conforming to the Instruction Manual of DLW/RDSO or codes shall be rejected and the Contractor shall carry out the rectification at his cost. All results of inspection and tests will be recorded in inspection reports, proforma of which will be provided by the Engineer-In-Charge. These shall be submitted along with the completion documents.
- 46) Price Escalation: There shall be no price escalation irrespective of any increase in wage or material cost. Rate quoted shall remain firm during the entire contract period of 24 months.
- 47) Timings: The timings of OPGC / ITPS normally functions in the following 03 shifts & General shift.

		06.00Hours	to	14.00
'A' shift	-	Hours.		
		14.00Hours	to	22.00
'B' shift	-	Hours.		
		22.00Hours	to	06.00
'C' shift	-	Hours.		
		08.30Hours	to	17.30
'G' shift	-	Hours.		

The Contractor has to organize the Operation Wing & Maintenance wing for round the clock operations and maintenance matching with the above timings as per instruction of Engineer-In-Charge.

- 48) Contractor will provide details of category wise manpower (with details of qualification & experience) to be employed while submitting tender document for execution of the job for 24 months in line with respective group requirements. However, the number and categories of workers, supervisory, managerial and consultant staff, to be deployed from time to time on all activities, can vary and will correspond to actual requirements as assessed by contractor in agreement with the Engineer-In-Charge.
- 49) Extra item not covered in NIT : If the Contractor is required to do certain other work beyond the Scope of NIT, Contractor will be paid for cost of labour, materials, transportation, taxes,



duties, transit insurance + 15% extra as overhead and profit..

- 50) Penal action will be imposed on the Contractor upon lapses/errors/omissions arising from negligence on his part or on the part of his employees.
- 51) The Contractor has to carry out all the maintenance / repair work free of cost arising during the contract period. If he fails to do such work the same shall be done by some other agency and the amount of maintenance / repair charge plus 25% extra shall be deducted / recovered from his bills without any prejudice.
- 52) The operation I/C of the Contractor should have close interaction with the maintenance I/C of loco / wagons maintenance wings of the Contractor and OPGC EIC to ensure optimum availability/utilization of the Rail system infrastructure.
- 53) Re-railment of de-railed wagon at our any place of Track / Track Hopper due to big size stone/coal. Rerailment of rolling stock shall be the responsibility of Contractor for engaging workmen and arrange to lift the rolling stock with the help of T&P provided by OPGC for all the derailments and accidents occurred on MGR track.
- 54) Period of Contract: The contract period will be for 24 months from the date of issue of LOI/SO. This period may be extended with existing rates, terms & conditions on mutually discussion and concent.

## **GENERAL TERMS & CONDITIONS**

1. Contract Period: The period of contract is 02 (Two) years, 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 07 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 of 02 years. 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: You shall deposit 7.5 % (i.e. 2.5% + 5%) of annual basic contract value as 'Security Money' in the following manner:
  - a) The agency shall submit initially security amount equivalent to 2.5% of the annual basic value of 1st year contract in shape of Demand Draft/Bank Guarantee in favour of OPGC Ltd. drawn on SBI/ CBI / UBI, Banharpali within 15 days of receipt of LOI / WO. Similarly 2.5% of the annual basic value of the contract for 2nd year to be submitted prior to execution of 2nd year. OPGC shall return the DD/BG of 1st year, after receipt & verification of DD/BG of 2nd year. The DD/BG for 2nd year shall be returned after completion of defect dilution period of 2nd year, i.e. 03 months after completion of 2nd year. No interest shall be payable by OPGC on the security deposit amount.  
Note: BG submitted shall be valid for 12 months from the date of issue for 1st year & for 2nd year BG shall be valid for 15 months from the date of issue.
  - b) Balance 5% of the annual basic value of the contract shall be deducted against each monthly RA bills & retained by OPGC. This security deposit money shall be released to the party after completion of defect dilution period of 03 months for each year. No interest shall be payable by OPGC on the security deposit amount.

The security deposit money shall be returned to the contractor without interest as stated above, subject to satisfactory performance, obtaining clearance from all concerned departments and submission of yearly 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 dilution period:

The defect dilution period for the maintenance jobs in general shall be three (03) months from the actual date of completion of job duly certified by EIC against any poor workmanship and materials (if any) used. Any defective work noticed within the defect liability period shall be rectified by the contractor immediately on receipt of information. If the contractor fails to do so within 07 days of getting the information from the EIC, then the work will be rectified by engaging another agency and the cost will be deducted from the security deposit of the contractor.

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, penalties, security deposits etc. shall be released within 30 days from the date of acceptance of the monthly RA bill with prescribed measurement, material statement and statutory documents duly certified by Engineer-In-Charge. The contractor shall claim bills only for the items which have been completed during the billing period. 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 case of failure to make payment to the workmen within 07(seven) days after wage period i.e. any month, penalty @01% 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 05% 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.
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. 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.
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. 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.
16. 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.
17. 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. All Lifting Tools and Tackles brought by you shall have valid test certificate issued by the competent person approved by Director of Factories & Boilers, Odisha.
18. 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) /Employees 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
19. 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.
20. 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.
21. 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
22. 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.
23. Jurisdiction: Appropriate Court of Bhubaneswar under the Odisha High Court shall have exclusive jurisdiction over all matters related to this contract.