

ACCEPTANCE LETTER NO: Minutes of CWC – II held on 02-08-2023

To
M/s. Kalai Enterprises
No. 26, Ambedkar Street, Peramanur,
Maraimalai Nagar,
Chengalpattu – 603209.
Dear Sirs,

Type of work: Item Rate
Sub: Operation & Maintenance of Swimming Pool in HVF Estate.
Ref i) Fy Tender No. HVF/CE/13025/CEO/2023-24/23., Dt.12.06.2023.
ii) Your Quotation ID 570504.

1. For and on behalf of the President of India, I hereby the acceptance of your tender by the competent financial authority for the above mentioned work for a total value of Rs. 10,23,000.00 (Rupees Ten Lakhs Twenty Three Thousand Only) and other the services detailed in the schedule enclosed herewith at the item rates quoted by you in Schedule 'A' of the Tender documents as per the terms, conditions and specifications laid therein. List of items, to be issued by factory, is given in Schedule 'B'.
2. The contract is allotted with No. HVF/CE/14 /2023-24/Maint., Dt.19-08-2023 which will have to be quoted by you in all future correspondence in connection with this contract.
3. In accordance with condition No. 22 of the General Condition of Contract (IAFW-2249), please submit the security deposit of Rs.26,000.00 (Rupees Twenty Six Thousand Only) in favour of "Chief General Manager, Heavy Vehicle Factory Avadi" as mentioned in tender condition.
The maturity date of security Deposit shall be minimum 12 months from date of the completion of contract.
4. The contract shall be governed by the terms and conditions as per the contract agreement enclosed and general condition of contract MES IAFW 2249. The deviation limit shall be as per the clause No. 19.1.1 & 19.1.2 of MES Contract Manual (latest revision)
5. Shri. K.Ravichandran, JWM(SG) / CE(Est) is nominated as Engineering-In-Charge and Shri. C.Premkumar, JWM / CE(Est) is nominated as Site-In-Charge for the subject work.
6. You are requested to contact the Engineer-In-Charge within 7 days of receipt of this letter for taking over of site and to make time and progress chart. You will also maintain wage-cum-muster roll and all other records as required in Contract Labour Rules and Acts.
7. Please acknowledge receipt of this letter and return two copies duly signed by you in proof of acceptance within seven days from the date of receipt of this communication.


(K. TULASI RAO)

JT. GENERAL MANAGER / IMS& GS-
For CHIEF GENERAL MANAGER / HVF
For And On Behalf Of THE PRESIDENT OF INDIA

Copy to:

1. GM/HR & F&A, HVF, Avadi
2. Shri. K.Ravichandran, JWM(SG) / CE(Est), Engineer-In-Charge
3. Shri. C.Premkumar, JWM / CE(Est), Site-In-Charge
4. Shri.G.Ananda Kumar, WM / IMS, Technical Examiner

IN LIEU OF IAFW-1823 (REVISED)
CONTRACTORS ORDER SHEET

Work Order/Deviation Order No.	HVF/CE/14/2023-24/Maint., Dt.19-08-2023
Acceptance letter No.	Minutes of CWC-II held on 02-08-2023
Contractor's Name	Kalai Enterprises
Name of the work	OPERATION AND MAINTENANCE OF SWIMMING POOL IN HVF ESTATE
CA amount	Rs.10,23,000.00

PARTICULARS

1.	Authority	CWC Decision No. Fy.Level CWC-II
2.	Brief Description of work to be carried out	As per details in sheet attached and adhering to your firm quotation in HVF/CE/13025/CEO/2022-23/23., Dt.12.06.2023 for all terms & conditions therein & rates quoted in Schedule 'A' enclosed with tender documents.
3.	Time effect	
a	Date of handing over of the site	21/08/2023
b	Date of commencement of work	21/08/2023
c	Date of completion as per contract	20/08/2024
d	Date of completion shown in previous Orders	NA
e	Revised date of completion	NA
4.	Financial effect (Rs.)	
a	Present order	Rs.10,23,000.00
b	Contract amount as adjusted by previous orders	NA
c	Contract amount adjusted up to and including this order	NA
5.	Expenditure to be booked under code Head No.	2079/111/809/02
6.	Certified that no special rate is involved	
7.	Technical Examiner	Shri.G.Ananda Kumar, WM / IMS
8.	Approved	Shri. Tulasi Rao, JT.GM / IMS & GS
9.	Accepted	KALAI ENTERPRISES



(K. TULASI RAO)

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For CHIEF GENERAL MANAGER / HVF
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Distribution to :-

1. Kalai Enterprises
2. GM/HR & F&A, HVF Avadi
3. Sr. Security Officer
4. Shri. K. Ravichandran, JWM(SG) / CE(Est), Engineer-In-Charge
5. Shri. C.Premkumar, JWM / CE(Est), Site-In-Charge
6. Shri. G. Ananda Kumar, WM / IMS, Technical Examiner
7. HOS/Safety, 9.HOS/ Internal Audit cell, 10. HOS/Test Audit, 11. ALWC.
12. The Chief Commissioner of Central Excise, 26/1. Mahatma Gandhi Road, Nungambakkam, Chennai – 600 034.
13. The Dy. Chief Labour Commissioner (C), No. 26, III Block, 5th Floor, Shastri Bhawan, Haddows Road, Nungambakkam, Chennai – 600 006.

SCHEDULE - "A"					
Item Code	Item Description	Quantity	Unit	Rate/Unit	Amount
1	Operation and Maintenance of Swimming Pool at HVF Estate. The swimming pool at HVF Estate shall be operated without any interruption for period of one year. The operation and maintenance of swimming pool shall be as per terms and conditions enclosed at Annexure "A"	1.00	Whole job	1023000.00	1023000.00
Total of Items Rs.					10,23,000.00
Add Taxes as applicable Rs.					0.00
Gross Total Rs.					10,23,000.00



(K. TULASI RAO)

JT. GENERAL MANAGER / IMS, EO & GS

For CHIEF GENERAL MANAGER / HVF

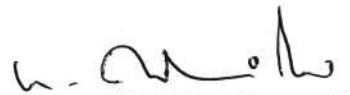
For And On Behalf Of THE PRESIDENT OF INDIA

TERMS & CONDITIONS:

1. Special condition: The material required for the subject work which be brought inside the factory by contractors should be noted along with challan / vouchers etc., and a copy of the same are to given to the engineering office for record and copy to be submitted to the contractors along with the bill while claiming the payment.
2. Payment clause: The contractor has to pay the minimum daily wages to the skilled/semi skilled/unskilled labourers engaged in their work as has been specified by the Government, latest rate and displayed in the wages notice Board at factory.
3. Safety Clause: Annexure-A of MES Safety Code, IAFW2249 must be observed in general, Work permit shall be obtained for overhead/hazardous work condition. All the safety precautions/measures have to be taken by the contractor. However, a few points of safety measures to be followed for working at height and on the roof are mentioned hereby:

Use of safety belt and helmet of proper quality is mandatory for all workers working on roofs at height of above 5.00 meters and also in the underground areas. Safety belt with life line should be properly tied at some firm support in.

- (i) In case any difficulty is faced in proper fastening and securing of safety belt, a safety net may be provided below the work spot so that in case of accident fall, there might not be any fatality.
 - (ii) A crawling ladder or roof walker must be used for movement on Asbestos/CGI roofing.
 - (iii) Work permit system should be followed in proper spirit. Contractors shall start the work after obtaining the Work permit. Wherever applicable, Contractor's supervisor and site-in-charge should brief on safety precautions to be observed by the workmen before start of the work. The workers should be clearly explained about the danger of standing or sitting on an apparently stout & new and neat looking asbestos/CGI sheet which is intrinsically weak.
 - (iv) The contractor shall clear the site after completion of work.
 - (v) The contractor must employ the labour force duly insured life risk.
 - (vi) The contractors shall ensure compliance of all applicable statutory rules and regulations.
- 4 DEVIATION CLAUSE:
- (i) $\pm 25\%$ of value of individual item other than freakishly rate quoted items.
 - (ii) For freakishly higher or lower rate quoted items it shall be $\pm 5\%$.
 - (iii) 20% of work order value (Contract value maximum Rs.10 lakhs)
 - (iv) 10% of work order value (Contract value exceeding Rs.10 lakhs)


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**ANNEXURE 'A' TO PRICE BID (SCHEDULE) . DETAILED SCOPE OF WORK
FOR OPERATION AND MAINTENANCE OF SWIMMING POOL IN HVF ESTATE.**

Sl. No.	Description of Work
(1)	(2)
I.	This Work is a whole job for One Year, Operation and Maintenance of Main Swimming Pool at HVF Estate. The Swimming Pool at HVF Estate shall be operated without any interruption for a period of One Year. Contractor should ensure minimum One skilled operator and Two Un-Skilled Labour on all working days for Operation & Maintenance of Swimming Pool. However, if required Contractor has to depute sufficient Manpower.
1)	The Skilled worker should be capable to operate all the equipments involved Swimming Pool.
2)	The Skilled worker should use the cleaning equipments including ionizing unit, filter backwash etc.,
3)	The Skilled worker should know how to dose the chemicals involved such as Bleaching powder, Alum & Copper Sulphate. All the materials required will be supplied by HVF.
4)	The Skilled worker should be able to undertake minor repair of the equipments.
5)	The Skilled worker should possess the knowledge of swimming, safety norms and regulations etc., They should discharge the function of life guard during usage of swimming pool usually between 5.00 to 9.00 PM on all days including holidays.
6)	The contractor should ensure that the Balancing tank and the swimming pool are to be dewatered and cleaned as and when required as per direction of E-I-C.
7)	The Contractor should maintain a Log Book for all kind of activities, dosage of chemical and breakdown for forwarding the same to SIC / EIC on daily basis with signature of Contractor representative.
8)	All the tools shall be provided by the Contractor for Maintenance and Operation of Swimming Pool.
9)	Safety of the men employed in Swimming pool and providing necessary safety equipments shall be responsibility of the Contractor.
10)	Payment will be released on monthly basis as per the Completion Certificate submitted by the Contractor.
11)	The Contractor should ensure that the quality of water should be maintained suitable for Swimming Pool i.e., as per IS: 3328 : 1993 norms.



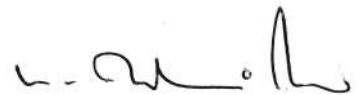
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ANNEXURE-B

SAFETY POINTS TO BE CONFIRMED AND FOLLOWED BY THE CONTRACTORS:

1	Working with Safety is the responsibility of every worker individually and collectively. The contractor will be fully responsible for safe working at site.
2	Contractors should ensure that workers under his control do not come to work under the influence of intoxicants. Any worker found on duty under the influence of liquor or of intoxicating drugs, will be liable to severe disciplinary action / removal from site.
3	The contractor shall ensure of necessary shut- down where ever there are hazards of gases, electricity, moving machineries etc.. by the executing department & also ensure that these shutdown clearances are taken in writing before sending workers to such locations.
4	Height Pass (Permit for working at heights) and Safety permit must be obtained by the contractor from Safety Section / HVF, before commencement of the work and the same shall be handed over to Engineer In-Charge (EIC).
5	Every worker who is to be deployed for working at height must submit a certificate from a Government Doctor that he has been examined for physical and mental fitness and certified to be fit. This certificate is to be produced every six months. The fitness will include freedom from (1) Epilepsy (2) High BP (3) Obesity (4) Vertigo along with general fitness and good eye sight.
6	The persons engaged by the contractor must have the training certificate of working at heights issued by a reputed institution.
7	All work at height must be carried out under the supervision of an Experienced and Trained Supervisory Team wherein the workers and Supervisory staff are well conversant with use of Personnel Protective Equipments (PPE's).
8	There must be one supervisor to exclusively monitor the activities of workers at the roof to ensure that all people are adhering to all safety precautions like laying of net at top of roof, safety belt and fall arrestor tied with lifeline in addition to the supervisor at ground work spot.
9	List of PPEs proposed to be used along with Test Certificate of the same must be submitted by the Contractor to EIC before start of work.
10	The safety of Men and Material is the entire responsibility of the Contractor. The Workers must limit their movement to the designated work areas and not loiter around.
11	The contractor must take Insurance policy for workman covering workman's compensation act and submit the copy of the same to EIC before commencement of work.
12	The Contractor should commence the work only after clearance for starting the work is given by EIC / SIC / Safety Section representative / User Section representative / Service section representative (if involved) in writing after ensuring compliance of all safety instructions, safe work conditions and regulations. It must be ensured that all safety requirements like use of Safety belts, full body harness, Life line Protection, Helmets, Safety nets etc.. in place and ready to be used by their labours.
13	The Contractor must use BOOM lift for Climbing up / down from heights.
14	Before Commencement of work at height all moving equipments under roof sheet where work is to be carried out shall be shut.
15	Workers should be conversant with the use of Retractable fall arrestor, life line, safe work ladder, duck ladder, crawling board , Helmets etc., The work of fixing safety net must be carried out by experienced person and precaution be taken so that net is fixed to a structural member sufficiently strong to bear at least one ton load and on sagging under the load of fall the net must not strike a machine structure or part of building or crane.
16	Ladders, if used, must have a nylon rope for tying on top and bottom with suitable self locking hooks, screws, rings etc.,
17	Use of Anchor plates to fix the lifeline etc must be done wherever necessary / feasible

18	In case the site conditions demands, a Safety Net may be fixed firmly on the fragile roof with the help of J-Bolts and this must be used for taking a life line. Proper training for the above must be imparted by the contractor to workers working on fragile roof and in any case fragile roof must not be taken for granted as safe.
19	During climbing on roof or on electrical pole using ladder or otherwise precautions must be taken to use two self locking hooks with lifelines and as climbing these hooks should be alternatively attached and detached with the cross bars / foot bars to prevent any eventual fall due to slippage. After reaching the roof of the top end of the ladder must be tied to the pole / fixed structure on top of the roof and work should be started thereafter.
20	The workers working at height must be cautioned not to allow leaving of loose items like broken sheets over the roof after completion of work.
21	Before starting the work, the area of work at height must be clearly defined and accordingly safety net of sufficient size should be put covering an area of 2.5 meters beyond the working area on all sides. The area of work at height and the approach also to be earmarked. The workers must specifically follow the specified route to reach the work area. If approach route is not firm than appropriate PPE as mentioned above must be used to ensure safety at work.
22	The Engineer in-charge executing the contract upon his satisfaction that the Contractor is not performing as per the safety requirements may direct stoppage of work. The contractor shall not proceed with the work until he has complied with such directions to the satisfaction of concerned Engineer in-charge.
23	On getting a Verbal intimation from Safety Section representatives / User Section representative regarding in any lapses in safety by the Contractor or his workers, the work should be stopped immediately. The verbal intimation must be followed up with written statement to civil section (Executing Section). After receiving the written statement from above representative, the EIC may pass orders wherein the contractor shall be liable for penalty of Rs.5000/- for the first violation, Rs. 10000/- for the second violation and Rs. 20000 /- for the Third Violation. For the Fourth violation his contract shall be liable cancelled and to be debarred from further contracts. The penalty / fine amounts will have to be deposited by Contractor in the form of MRO and the MRO will be handed over by the contractor to the EIC.
24	Suitable scaffolding should be provided for workmen for all works that cannot be safely be done from the ground or from solid construction.
25	While standing on the valley gutter, the safety belt should be worn and the life line should be tied to the purlin of the adjacent bay
26	In case the Contractor need to engage material handling equipments from outside, the following documents are required to be submitted to HVF without fail ; - Competent person certificate issued by Competent Person approved by the Directorate of Industrial Safety and health. - Registration certificate of the equipments - Lifting tackles like wire rope, slings are also to be certified by the Competent person as they are part of the lifting material handling equipments. - The valid driving licenses of the driver who operates the material handling equipments.



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For CHIEF GENERAL MANAGER / HVF

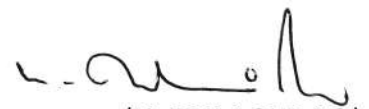
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NAME OF WORK:- OPERATION & MAINTENANCE OF SWIMMING POOL IN HVF ESTATE.

GENERAL CONDITIONS

- 1 All the works are to be carried out as per the Standard Procedure laid in SSR `2009 **Part-I**
- 2 All the materials, tools etc., required for the work shall be the responsibility of the Contractor.
- 3 The safety of men and materials shall be the responsibility of the contractor. Chief General Manager / HVF will not have any responsibility in this account. The contractor will be solely responsible for any accidents occurring during execution of the work.
- 4 All the materials shall be got approved by E-I-C before incorporation into the work and shall have ISI Mark. Original cash vouchers of materials purchased and used by contractor on the work shall be submitted to EIC / Site in-charge for record. Inward gate pass of all materials being brought by contractor are to be made on a pucca bound register and got it checked along with cash vouchers from the E-I-C / Site-In-Charge at the time of its entry in the Factory / Estate.
- 5 The contractor should take Workmen compensation, Insurance Policy as per Workmen Compensation Act for the workers in this work and copies of the same shall be handed over to E-I-C before commencement of the work. Further, in case of the death of the contractor person, the contractor will have to arrange for the compensatory payment after meeting the legal heir of the deceased and obtain the necessary acknowledgement for having made the payment. A copy of the same should be submitted to the Principal employer (Chief General Manager) within 30 days of the accident. If any failure in this regard happens on the Contractor's part, the recovery of the amount shall be arranged from the Contractor's bill.
- 6 The entire work shall be carried out as per the relevant clauses / specifications of MES SSR 2020 & SOP for Civil works in AVNL- 2021.
- 7 This will be a running contract for a period of **One year**. The Contract shall be for operation and Maintenance continuously throughout the Year.
- 8 The Contractor shall maintain Log Book for all kind of activities and break down for forwarding the same to the Engineer-In-Charge / Officer through Charge man/Supervisor on daily basis with signature of Contractor representatives. The contractor shall engage skilled labours for the maintenance works.
- 9 The contractor may visit the site before quoting their rates with prior appointment with Divisional Officers of CE / EE
- 10 The safety norms shall be strictly followed and any deviation will lead to cancellation of the contract agreement.
- 11 All the workmen should confine to their work spot only and should not venture into areas other than the work spot.
- 12 The work shall be completed within the stipulated period, failing which liquidity damages shall be deducted from the Contract amount as per **IAFW 2249 & SOP for Civil works in AVNL- 2021**.
- 13 The equipments should be maintained in good working condition and proper care to be taken. Any damages to Government property, shall be made good / replaced free of cost by the contractor.
- 14 The dismantled materials except credit item if any shall be returned to CE / EE stores intact.
- 15 The order is for complete work and on completion of the job; the work shall be jointly inspected by the Contractor and CE / EE representatives.
- 16 Adequate safety precautions are to be adopted by the Contractor while working at height such as **i)** Safety Helmets to all the personnel, **ii)** Roof ladder shall be arranged for roof work, **iii)** Full Body harness safety belt shall be arranged for the workmen, **iv)** Retractable fall arrestor to be arranged by the contractor's workmen working at height, **v)** Life line to be arranged for the personnel working at height, **vi)** Safety net to be tied as per safety norms.

- 17 Safety permit shall be obtained by the Contractor from safety section / HVF before commencement of the subject work and same shall be handed over to EIC.
- 18 The Contractor shall engage skilled labours only, for the works such as Roof Work, Masonry, Plumbing, Plastering, Painting and Electrical works etc.
- 19 The contractor shall engage a qualified site supervisor and his relevant qualification certificate shall be produced before commencement of work to E-I-C to maintain all the relevant records and documents.
- 20 All Xerox copies of material pass in slips shall be handed over to CE / EE
- 21 The demolished debris shall be disposed off from the site as per the directions of E-I-C
- 22 The Labours to be employed for roof work shall be insured and the copy of the insurance shall be handed over to the **Engineer-In-Charge** before the commencement of work.
- 23 The order is for complete work and any minor material / minor civil work required for completing the work is deemed to have been included in the quotation, if not specifically stated otherwise.
- 24 The Contractor must submit the Certificates / Documentations obtained from the Original Manufacturer / Authorised Dealers to prove the genuineness / Authenticity of the branded materials / chemicals / products being supplied / used during execution as per scope of work of the Contract Agreement. These documents must be submitted to E-I-C before using the materials.
- 25 All the required Safety equipments shall be provided by the Contractor and the labours shall be insisted for taking all the safety precautions during the work. Prior permission has to be obtained from E-I-C to work in the closed / covered sumps. In view of the safety of Man and Materials, the Contractor is advised to use Boom Lift for doing all the work involving working at height including all types of roof works, under the roof works and roof related works etc.
- 26 The Contractor has to pay the minimum wages as per the Minimum Wages Act (Central Act XI of 1940). The wage roll paying register shall be made available at CE (Estate) Office HVF, immediately after the payment and in the absence of which, the payment for the next month will not be processed. 10% of contract amount will be forfeit for any disruption of operation or non performance of above stipulated conditions.
- 27 Chief General Manager reserves the right to cancel the order in case of unsatisfactory performance.



(K. TULASI RAO)

GENERAL MANAGER / IMS,EO & GS
For CHIEF GENERAL MANAGER / HVF
For And On Behalf Of THE PRESIDENT OF INDIA

INSTRUCTIONS TO CONTRACTOR

- 1 The work is to be completed within the period (in accordance within the phasing, if any, indicated in the tender) from the date of handing over of the site, which will on or about.
- 2 Execution of the subject work shall be carried out strictly as per the specifications mentioned in MES SSR-2009 Part-I and the materials shall be used as per IS Specifications and also as instructed/directed by Site In Charge/ Engineer-In-Charge of the work from time to time.
- 3 All good quality of materials shall be brought by the contractor for incorporation in the work shall be got checked & approved by EIC/SIC before incorporating in the work. All ISI marked/ EIC approved materials for Building materials and approved branded Electrical materials as directed by EIC shall be supplied by the Contractor for incorporation in the work.
- 4 The Contractor shall follow and execute all works as per the instructions of SIC/ EIC with the approval at every stage and then progress the work. The progress of the work shall be recorded day-to-day basis in the prescribed work diary for checking.
- 5 The Plant & Machineries like concrete mixer, vibrator & other machineries like tools, tackles, welding arrangement, Gas cutting equipments etc., has to be arranged by the contractor of his own and shall be in good condition.
- 6 PVC-Verification Report for the workers to be deployed on work inside the Factory shall be arranged by the Firm on their own.
- 7 Water & Electricity will be supplied by HVF at the prescribed /prevailing charges and the same will be deducted from the Contractors Bill. And electrical charges given by EE Section should be deposited as directed in Cash office and submit the acknowledgement.
- 8 The copies of relevant documents showing the work done of similar nature of work shall be enclosed /mentioned to enable verification by HVF.
- 9 The contractor shall give details of Engineers, Technical persons skilled persons with their qualifications & experience along with the details of Plant & Machineries, Trucks & other machineries owned by him for execution of the work.
- 10 The Contractor shall submit a Bar Chart/ PERT Chart showing the completion of the work showing the simultaneous progress of independent works at the same time so as to complete the work within the stipulated time. The chart shall indicate the planning of the work with progress and completion in time. The Contractor shall give PDCs for various stages of work to enable monitoring of work progress.
- 11 The Contractor shall have to adhere to all the safety rules/ regulations laid down by safety section /HVF & General safety instructions from time to time.
- 12 The Contractor has to follow all the rules and regulations laid down by the IAFW-2249, MES (Defence Services Rules & Regulations) and SOP for Civil works in AVNL- 2021.
- 13 The Contractor shall make arrangement to clear the area in and around the work site and remove all debris emerged out from the site shall be cleared as per instruction of EIC/SIC and as per the contract conditions.
- 14 The contract will be executed as per the General Conditions of Contract IAFW-2249 and SOP for Civil works in AVNL- 2021.
- 15 All Government Taxes as applicable from Time to Time, including GST for Civil / Electrical works, shall be borne by the Contractor and the quotation / offer shall be inclusive of all taxes including GST. It will be the duty of the contractor to completely update himself about prevailing taxes and rates and this office will not issue any certificate regarding taxes.
- 16 The offer should confirm to technical specification and general conditions of contract.
- 17 Agreed for execution of work inside the factory (Restricted Area) by adhering all Factories, Security & Safety Rules & regulations which are in force.

- 18 Agreed for bringing material for incorporation in the work as specified/ as directed/ as per IS specified and approved.
- 19 Terms & Conditions of payment mentioned in Contract is Acceptable.
- 20 Agreed for Condition No.25 under sub Para (c) of IAFW-2249 regarding Contractors Supervision.
- 21 Agreed for inspection of work at every stage of work.
- 22 Agreed for deploying only Police verified (PVR) Workers.
- 23 The Contractor shall be solely responsible for the soundness of the structure including lean period. The contractor shall guarantee satisfactory performance of the work for a period of 12 months from the date of successful completion of the work.
- 24 The firm shall undertake to rectify any defect including replacement of defective parts resulting from faulty design, poor workmanship, bad materials etc., during the erection as well as within guarantee period free of charge.
- 25 Agreed for submission of Security Deposit as mentioned in the contract.
- 26 Compensation for delay in completion of the work/ Liquidated damage clause is accepted.
- 27 Arbitration Clause: All disputes & differences arising out of or in any way touching or concerning this agreement (except these for which specific provision has been made therein) shall be referred to Sole Arbitrator to be appointed by CMD/AVNL, Government of India. The Arbitrator so appointed shall be a Government servant who had not dealt with matters to which this agreement relates and in course of this duties had not expressed views on all or any of the matter in disputes or differences. The award of the Sole Arbitrator shall be final and binding on the parties.
- 28 Dispute subject to Tamilnadu Jurisdiction accepted.
- 29 The firm is agreed the clause of compensation as well as Risk and Cost and it is hereby agreed the same.
- 30 No worker less than eighteen years of age on the date of employment shall be engaged by the contractor for the work.
- 31 Contractor has to obtain a Certificate from Labour Commissioner (C), Tamilnadu if he employee more than 10 workmen or less than 20 workmen under Building & Construction Works (RE-CS) Act 1996 & Central Rules 1998.
- 32 The workers shall be paid as per the Minimum Wages Act 1948 and to be followed as per the notification issued from Ministry of Labour from time to time
- 33 The workers engaged above 3 mtr. Height shall be medically checked and necessary medical certificate shall be produced.
- 34 The contractor must carefully study the safety provisions as mentioned in Annexure "B" of the tender and must follow the safety precautions and measures totally. By confirming compliance to this point, the contractor submits his compliance to follow all the safety provisions mentioned in the Annexure.
- 35 The contractor must carefully study all files listed in the tender attachment (in pdf) and must follow the same. By confirming compliance to this point, the contractor submits his compliance to follow all the provisions / clauses mentioned in the tender attachments.
- 36 In Accordance with condition No.22 of the General Conditions of the Contract (IAFW-2249), the Security Deposit must be deposited within 30 days from the date of issuance of order covering the execution period and maintenance period, drawn in favour of Chief General Manager / HVF, Avadi, Chennai in the form of FDR/TDR/BG from any Nationalised Bank.



(K. TULASI RAO)

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