

VEHICLE FACTORY JABALPUR, JABALPUR - 482009

Part III : Standard Conditions of Contract

Clause No	Clause	Description
1	Security Deposit (SD)	(i) In case of successful tenderer the contractor has to lodge Performance Guarantee as an amount of 5 % (five percent) of Value of the Contract. (ii) The SD shall be deposited in the form of fixed deposit receipt in favour of CGM, Vehicle Factory Jabalpur, within 30 days of Notification of the Letter of Acceptance of tender to the tenderer/ contractor, issued by any scheduled bank. On receipt of the acceptable security deposit and covering all other tender requisites the Earnest Money Deposit shall be returned immediately against the application by the contractor. (iii) The validity of Security Deposit shall be such that it covers the warranty period / defects liability period plus two months. (iv) SD shall be returned after successful completion of warranty period/ defect liability period and furnishing no demand certificate by contractor. (v) The contractor would agree that in case of failure to submit Performance Security deposit within 30 days from the issue of Letter of Acceptance to successful contractor, may entail cancellation of contract and EMD will be forfeited and concerned registering agency will be informed for appropriate action.
2	Standard Terms of Payment	(i) Terms & conditions of Payment mentioned in Contract will be acceptable to the contractor. The following details must be submitted before commencing the work which are mandatory for payment through ECS mode. 1. Beneficiary name & Account Number, 2. Bank Name & Bank Address, 3. IFSC Code. (ii) The bills shall be scrutinized by SIC to ensure that bill amount is matching with quantum of the work done. (iii) For any payment i.e. RAR payment/Final payment, as well as term contract payment shall be made only on measurement of work done and material at site. (iv) RAR payment will be made in stages as per the progress / value of work done. The RAR shall be claimed by the contractor stating the progress of the work. (v) For claiming each RAR, the contractor should have completed minimum 15 % of value of contract Sum. Retention Amount will be 5 % (five percent) of the value of work.
3	Water Charges	a) Water will be supplied by the Factory and shall be paid for by the contractor @ Rs. 06 for every Rs. 1000 worth of the work done price at the contract rate. No extra fitting would be provided for supply of water to the contractor and water will be supplied during the restricted hours of supply applicable to factory. b) VFJ shall supply water to the contractor at existing water point .Only in case of remote areas not connected with pipelines, water shall be supplied through water tankers .These situations should be seen by a contractor before tendering. Since the water supply may not be continuous,the contractor should make his own arrangement for storage of water if necessary at his own expenditure.
4	Electrical Charges	a) Electric Supply :In case the contractor needs electricity for execution of the awarded work,it shall be supplied at point down on site plan which will be either single phase 220V or 3 phase, 440 Volts, 50 Cycles AC supply on the following conditions. b) For lighting purposes it will be charged as per the prevailing rates time to time. c) For power purposes it will be charged as per the prevailing rates time to time. d) The rates for light and powers purposes will be inclusive of duties, taxes and surcharges levied by the local State Government on Electrical Energy from time to time. e) Electricity will be supplied from main switch of KWH Meter(to be arranged by the contractor and installed by the VFJ Authority). All other fittings, cables, switches connections etc. for distribution and supply of Electricity at the work site will be arranged by the contractor at his own cost according to Indian Electricity Rules. f) Recovery of electrical charges to be made against the temporary electrical connection as per the Prevailing rate.

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5	Taxes	(i) Income tax shall be borne by the contractor. The contractor will be responsible to furnish Income Tax declaration and file returns with respective Income Tax Authorities as required under Indian Income Tax Act. Income Tax will be deducted from the bill. (ii) Goods & Service Tax & other Government taxes as applicable on the date of payment and shall be borne by the contractor and the quotation / offer shall be inclusive of all. It will be the duty of contractor to completely update him about prevailing taxes and rates and this office will not issue any certificate regarding taxes etc. (iii) Goods and services tax (GST) to be implemented in the country in all business entities including AVNL. Accordingly the GST will be applicable. All the contractors are required to register for GST and submit the registration detail along with Tender. (iv) The contract value is inclusive of GST and no extra payment will be made to the contractor for GST. (v) GST will be applicable as per Rule and Tax slab. In this regard discretion of accepting officer will be final and binding to the contractor. (vi) The contractor will submit GST invoice with filed status of GSTR-1 report along with each bill. Bill for Payment will be forwarded to F&A section only when the particulars of the GST Invoice submitted by contractor, correctly appear on GSTR-2B portal of Vehicle factory Jabalpur. Such particulars should be correct in respect of invoice no., invoice date, taxable amount, GST amount and any other field of such Tax Invoice. Such particulars should appear with 'Filed' status if the GSTR 1 filing periodicity in relation to such tax invoice(s) of the supplier has expired or else the factory shall have the right to withhold the future payments of the firm. (vii) The work done amount, shall be inclusive of GST amount. At the time of submitting invoice for RAR / Final Bill, the firm shall have to mention prevailing GST rate on the billing date for this particular type of work. Disclaimer : The onus of depositing the correct GST to the Government shall be solely on the successful bidder and VFJ shall not be responsible for the same. (viii) TDS on GST component at prevailing rate as order issued by Government of India from time to time will be deducted from the bill. (ix) All other taxes imposed by Central/ State Govt. from time to time will be paid by the Contractor.
6	Statutory & Standard Deductions from Contractor bill	The rates quoted by the contractor would include the following liabilities to be borne by the contractor: (1) TDS for income tax, as applicable, will be deducted from the bill of contractor. The contractor will be responsible for furnishing his income tax declaration and file returns with income tax authorities as required under Indian Income Tax Act. In addition to Income Tax TDS, TDS as per GST Provisions, if and as applicable will also be deducted from the Bill of Contractor along with the other mandatory taxes. (2) Any taxes as applicable / imposed by Central/State government shall be deducted as per instructions/orders. (3) As per The Building and Other Construction Workers (Regulation of employment & condition of service) Act 1996, a Registration Certificate to be obtained from the labour Commission (Central), Jabalpur or Shram Suvidha Portal. The above is a statutory requirement & the contractor has to submit the Registration number. (4) The Building & Other Construction Workers Welfare Cess @ 1% of the contract sum or the prevailing rates. The Contractor has to submit documentary evidence regarding submission of welfare cess to Engg. Office along with their Bill or the same will be deducted from contractor's bill. (5) The Contractor shall be responsible for payment of minimum wages and fulfilling the requirements of all the statutory liabilities pertaining to various labour laws and the Contractor must be registered with EPF and ESIC authorities in respect of the workmen assigned duty at VFJ. (6) Goods & Services Tax as per the rule and Prevailing rate to be paid by the contractor. (7) Recovery of water charges @ Rs.6.00 per Rs. 1000 worth or the enhanced rate/prevailing rate. (8) Recovery of electrical charges to be made against the temporary electrical connection as per the Prevailing rate.

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7	EPF	i) As per EPF & MP Act, 1952, the Contractor should have Employees Provident Fund Code Number for this type of work. ii) The contractor will also be fully responsible for payment of Employees Provident Fund in EPF Commissioner's Office, by his own EPF Account No. for the workers engaged for various contract works of VFJ. The contractor will also have to submit an affidavit, undertaking that the payment due to EPF, has been made in respective offices by him for the particular months in favour of the workmen employed by him in VFJ only. The payment of EPF through contractor's EPF Account No. for the workers engaged for various contract works of VFJ, SHALL ENTIRELY be the contractor's responsibility. iii) Contractor has to deposit EPF amount of workmen under their control directly to EPF office and will send a copy of receipt of challan for every month through SIC.
8	Insurance of Worker /staff	(i) As per Employees' State Insurance Act (ESI) ACT-1948, the Contractor should have ESIC code number. ii) The contractor will also be fully responsible for payment to ESIC for the workers engaged for various contract works of VFJ. The contractor will also have to submit an affidavit, undertaking that the payment due to ESIC, has been made in respective offices by him for the particular months in favour of the workmen employed by him in VFJ only. The payment of ESIC for the workers engaged for various contract works of VFJ, SHALL ENTIRELY be the contractor's responsibility. iv) Contractor has to deposit ESIC amount of workmen under their control directly to ESIC office and will send a copy of receipt of challan for every month through SIC. (v) The contractors who are going to execute the work at height, should make arrangement for group Insurance for persons who will be executing the work to cover compensation charges in an eventuality of any accident, if occurred.
9	Compensation / Liquidated damage clause	(i) The Firm shall comply with the clause 50 of IAFW2249 for Compensation for delay and latest amendments thereto, which states that if the contractor fails to complete the works and clear the site on or before the date(s) fixed for completion, he shall, without prejudice to any right or remedy of AVNL on account of such breach, be liable to pay compensation as under. (ii) In case of delay in completion of the contract, liquidated damages will be as under a) For repair works costing up to Rs. Ten lakh - one percent of the contract value per week. b) For repair works costing more than Rs. ten Lakh - half percent of the contract value per week. subject to maximum of ten percent of contract value should be levied (iii) In case of Term contracts and Percentage rate contracts, LD shall be levied on individual work orders value based on completion period of respective work order.
10	Cancellation of Contract	As per condition No. 10.11 of AVNL SOP-2024, whenever the Accepting Officer exercises his authority to cancel the contract as a whole or in part under this condition he may complete the work by any means at Contractor's risk and cost.

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11	Settlement of Disputes / Arbitration Clause	(i) All disputes and difference arising out of or in any way touching or concerning the contract shall be referred to the Sole Arbitrator appointed by CMD/ AVNL and there should not be any objection to any such appointment that the Arbitrator so appointed is a Govt. Servant. The Sole Arbitrator may from time to time with the consent of the parties enlarge the time for taking and publishing the award save as aforesaid as per rule. The award of the Sole Arbitrator so appointed by CMD/AVNL shall be final and binding on the parties to this agreement, subject as aforesaid, the Arbitration Act, 1940 and the rules thereunder and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings. (ii) The general arrangement of the arbitration shall be as per the condition No.70 of General Conditions of contract IAFW-2249 & Arbitration Act.1996 or any statutory modification thereof. The Venue of the arbitration shall be Vehicle Factory Jabalpur, 482 009 (MP).
12	Law	The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India. Dispute subject to Jabalpur Jurisdiction accepted.
13	Contract Labour Licence	The contractor intending/likely to employ 20 or more workmen on any day of the contract period for any particular contract have to obtain a license under the contract Labour [Regulation & Abolition} act 1970 and contract Labour (Regulation & Abolition) Central Rule 1971 prior to start of work under the said act.
14	Worker's Age Criteria	No worker less than eighteen years of age on the date of employment shall be engaged by the contractor for the work.
15	Minimum Wages Criteria	(i) The worker shall be paid by the contractor as per the Minimum Wages Act 1948 as per the notification issued from Ministry of Labour Govt of India or Govt of Madhya Pradesh from time to time. (ii) Contractor has to maintain the muster roll / payment register and pay the wages to all his workmen engaged for the work as per the provisions of minimum wages act -1948. A certificate along with the bill has to be submitted. The Muster Roll/payment register are to be produced as and when called for. (iii) The worker shall be paid by the contractor as per the THE PAYMENT OF WAGES ACT, 1936, as per the notification issued from Ministry of Labour and Employment Govt of India or Govt of Madhya Pradesh from time to time.
16	Notices on behalf of the Department	Notices and certificates on behalf of the department in connection with the contract shall be given by, duly authorized officer of the department.
17	Condition of Working in Restricted / Un-restricted area	(i) The work to be executed within factory premises falls in "Restricted area" category. The following are the conditions for working within restricted area. Definition: - Restricted area: - For the purpose of this contract means the area declared as such by factory authorities. Visit to site with in restricted area(s) Permission to visit restricted area(s) before the submission of tender can be obtained from the Chief General Manager, Vehicle Factory, Jabalpur, tenderers are advised to send Prior intimation to the Chief General Manager about particulars of his agents / representative etc (if any) and the dates and times of their proposed visits, so that necessary arrangements can be made for his admission. Whether the tenderer visits the site or not, he shall be deemed to have full knowledge of the restrictions on entering in restricted area and working within the restricted area(s). (ii) The contractor, their Engineers, supervisor and Laborers can only be admitted into the restricted area on submission of Identification passes issued by our factory security Departments. PVR form in duplicate only filled and signed shall also be submitted along with the character certificates to the Security Department of the factory, for verification and records. The contractors are advised to look into this particular clause before submission of tender, any claim what so ever on this account shall not be entertained once the tender is accepted. He is bound to observe the above formalities to obtain the passes for entering the restricted area for all his personnel including labourers.

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18	Condition of Working in Restricted / Un-restricted area	(iii) Within restricted area: The contractor, his agent, representatives, workmen etc. and his materials, carts, trucks or other means of transport etc. will be allowed to enter through and leave from only such gate or gates and at such time as decided by the Chief General Manager / VFJ or the VFJ Authorities Contractor's authorized representatives are required to be present at the place of Entry and exit for the purpose of identifying his workmen, carts, trucks etc. to the personnel, In charge of the security of the restricted area. Search shall be conducted by the Security staff for as many times the Gate is used for entry and / or for exit. The contractor shall note that certain time will be lost on account of restriction mentioned in this clause, such as searches etc. which may affect the working hours. (iv) Within un-restricted areas: - None of the restrictions in restricted area described above shall apply except the following. Thorough search may be conducted by the factory at any time or number of time at work site (s) for security reasons. (v) Security Regulations applicable inside the restricted/unrestricted area. (vi) The rules and Regulation regarding the Factory normal working hours from time to time, are as restriction on movement within the VFJ, Estate areas, smoking restriction and recognised holidays etc. (vii) Climatic conditions usually, prevailing and which are likely to prevail during the contract period including prevalence of authorised extended periods.
19	Security Clearance for worker, material & machines	(A) Verification of Character Antecedents of Contract Labours: Procedure to be followed for security clearance in security office for the contractor's supervisor & labourers. 1. Once the contract is awarded & work order is placed, contractor should immediately apply for permission to come inside factory for his supervisor & labourers with details of the labourers on a non-judicial stamp paper duly signed by the notary. The names & details of the labourers would be attached as appendix to the non judicial stamp paper & the contractor also to give an undertaking in prescribed proforma. 2. Contractor must ensure that only those labourers to be engaged for whom details have been furnished. For any reason if contractor desire to engage new labourers or special trade persons, contractor to furnish again details of the such labourers on a non-judicial stamp paper or prior permission to be taken well in advance. 3. Based on the above details furnished by the contractor at para-1 above, permission will be accorded for 90 days. However, within the 90 days period contractor must furnish the details of his labourers & supervisor in the standard PVR form & submit the same to security office for further processing & clearance of PVR. In case, contractor fails to submit the filled in PVR form within 90 days from the date of permission accorded, contractors men will not be allowed to come inside factory. 4. For the supervisor, labourers for which PVR details have been furnished earlier by the contractor, the same to be intimated to security office to avoid repetition of work. 5. For emergency & exigency of work, if on any Sunday or Holiday work to be executed, contractor must furnish his application for permission at least 3 days before duly recommending the same by the EIC of the work. 6. For any material credit or excess to be taken out of the factory, loading to be done in front of the authorised rep. of the factory & security. 7. For all materials bringing inside the factory for the work, IGP's to be prepared. For contractor's tools & plants, proper record to be maintained as per the prevailing Security Rules. (B) Generally, the contractor is advised to make it a point to visit the site(s) to study working conditions, access to site working hours etc. himself for his own satisfaction. Whether contractor visits the site or not, he shall be deemed to have all knowledge of the restriction of entering into/exit from and working within the restricted area.

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20	Identification of Contractor's Workers	(i) The contractor, his agent and representative are required individually to be in possession of on identity cards duly issued & verified by the Security Department. The identify card will be examined by the security staff at the time of entry into or exit from the restricted area(s) and also at any time or any number of times inside the restricted area(s). (ii) Every workman shall be in possession of an identity card. The identity cards shall be issued by security department after submission of PVR forms by the contractor. (iii) All identity cards and passes shall be returned by the contractor, to the factory authority after completion of the work under the contract. In case of loss of identity cards, the contractor will have to pay penalty as per requisite norms on the subject. (iv) The contractor's labourers & their supervisors entering the Factory shall be required to wear the "MAROON COLOURED JACKET" and the cost of the jacket shall be borne by the contractor only. If the required condition is not followed, the Security officer will have the right to stop the entry of contractor's labour / Supervisor inside the factory for working.
21	Security Search	Thorough search of all persons and transport shall be carried out on each date of entry&exit as many times as a gate is used by Security person.
22	Working hours in Restricted Area	The contractor and his workmen shall normally be allowed to work from 8:00 a. m. to 4.30 p. m. except on Saturdays, when the timings are 8:00 a.m. to 12.45 pm, at the work site within the restricted area, which is liable to change by the VFJ authorities for security reasons.
23	Working in Holidays	The contractor shall not carry out work on Gazetted Holidays, Weekly holidays and other working days except when especially authorized in writing to do so by the Chief General Manager of the Factory. Chief General Manager may at his own discretion declare any day as holiday or Non – Working day without assigning any reason for such declaration.
24	Site clearance after completion of the work	After completion of the work, the surplus stores and debris etc. are to be removed by the contractor or his agents before submitting the bill. Representatives or workmen etc., are not allowed to have any access to the restricted area (s) except for extending of rectification of the defects pointed out to him by the Engineer-in-Charge, Site-in-Charge or Accepting officer of the work.
25	Firm Precaution Condition	The contractor or his agent/representatives workmen etc., shall strictly abide by the orders pertaining to precaution prevailing within the restricted area. Motor transport vehicle if allowed by the authorities to enter into restricted area must be fitted with serviceable fire extinguishers and spark arrester. Gas/electric welding shall be allowed inside the factory area, for which advanced intimation of 3 to 4 days will have to be given by the contractor to factory authorities for obtaining permission.
26	Visit to Site of Works	The tenderer is advised to visit site of work with prior permission of JGM/DGM/WM/AWM in Vehicle Factory, Jabalpur and make himself familiar with the working condition acceptability which effect the execution and completion of work.
27	Store and Material	The contractor shall submit desired samples in conformity with the specifications laid down in the contract and get verified by EIC and obtains stores, material and equipment from the authorised firms. The contractor shall produce such evidence to the satisfaction of Engineer-in-Charge as regards to the quality of the materials.
28	Signing of Contract Document	The person signing the tender on behalf of another or on behalf of a firm shall attach with the tender a proper power of attorney duly executed in his favour by such other person or by all the partners stating that he has authority to bind such other person or including the arbitration clause.
29	Nationality of Personnel / Labour	The Contractor shall engage only Indian Nationals after verifying their antecedent and Liability.
30	Permission for electrical work	The contractor is required to take the shutdown of electric supply, day – to day basis, before commencement of work for the purpose. He has to obtain permission from factory, EM section every day in prescribed Proforma and discharge the same after the end of the day work (The shutdown may be given between 8.30 A.M. to 4.00 P.M. on all working days based on importance of the work.) All Safety precaution and permission will be taken by the contractor with regard to safety of workmen working at height on the poles to avoid any electric or other accidents.

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31	Safety of Contractors Workmen	The following Safety precaution to be observed while carrying out the work: - (i) The contractor man should be well equipped with protective items like hand gloves, safety goggles, safety shoes, helmet, safety belt etc. (ii) While doing work at height, Contractor's personnel should use safety belt, Helmet Scaffolding must be rigidly tied and adequate. Platform also must be spacious- safe for movement of men over it. The opening should be avoided so that there is no chance of man falling through it. Safety net also be tied below the work spot so that the workers, if falls accidentally, he can be arrested. While working at height above 3 Mtrs. The Site-in-Charge/Supervisor of the contractor must be present on the spot and supervise the work. (iii) Ropes are to be fixed to vertical pillar or cross beams as necessary wherein the end of safety belt can be tied. (iv) Ladder used for painting must be tied by rope at the top of beams where it is leaned for white washing in nearby area. It should be also held by the helper on the platform. Self supporting ladder should be used. In case non-feasibility of use of self supporting ladder, aluminium or wooden/bamboo ladder including extension ladder can be used. But this must be tied at both ends or should held in position by 2 persons. (v) White washer and helper must have adequate experience of work at such height. (vi) Contractor should engage skilled and experienced persons for the work, unskilled persons shall not be engaged. Supervisor of contractor must be efficient, technically sound and experience enough to ensure full safety measures before start the work.
32	Safety of Contractors Workmen	(vii) Contractor himself inspects the site and gives clearance prior to start the work. (viii) Unless Site-In-Charge gives the clearance about adequate safety measures taken by the contractor, no work should be started. (ix) Contractor's personnel should not be under influence of any intoxication/drinking /drug. (x) Contractor's personnel should be in good health and sound mental condition. (xi) Contractor's personnel movement should be restricted to only in the working area and they should not go any unauthorized place. (xii) Contractor's personnel should not block the road/gantry/area by dumping the Bldg. materials/boxes. (xiii) Contractor's personnel should observe general safety precautions by applying common sense to avoid any incident while working. (xiv) Contractor's personnel should carry the load in accordance with the factory Act 1948 & MP Factory Rule. (xv) Barricading shall be done on the ground portion beneath working Zone at top. There should not be any movement of the personnel in this area if there is a constant risk of fall of any object from height. (xvi) Suitable Safety Precautions/ Work instructions may be displayed for all workmen/Supervisor/Fy workers/Visitors who are likely to encroach in that area. (xvii) To make any essential movement in the aforesaid area, the individual (s) must wear Helmet and other PPEs to safe guard themselves fully, due to likely fall of any object from the height.
33	Safety of Contractors Workmen	(1) The contractor should exercise all care and take all necessary safety measures before execution of civil and electrical works. (2) The contractor should abide by Factories Act 1948 with MP Factories Rules 1962 as amended time to time. (3) The contractor to carry out all electrical works as per IE Rule 1956 as amended by IE Act 2003. (4) Contractor to abide by general conditions of contract, (IAFW 2249), including errata & amendments thereto. (5) Contractor should take all necessary safety precautions and should also use safety equipments (such as Fall protection device, safety ladders, Jhula, Rope, Safety Belt, Safety Helmet, Roof top Walk ladder, Safety net, Lifeline etc. to be brought by the contractor) for man and equipment employed/issued for the work and will be solely responsible for any loss/damage to the man/equipment due to any reasons during the execution of work. (6) Whenever welding operation will be involved, contractor's man should also use PPE like hand gloves, goggle, etc while welding operation. (7) All the equipments to be brought by the contractors shall be standard/ISI marked. (8) First aid box for immediate use in case of accident should be made available by them. (9) The contractor is bound to abide by standing security & safety Instructions of the factory issued from time to time. (10) The contractor who is abiding the aforesaid instructions completely or partly, his work will be short closed/terminated including the action of black listing. No compensation on account of this will be payable by the factory. (11) All safety Equipments viz. safety shoes, safety Helmate/Hand Gloves/Safety Goggles and safety Belts/Crawling Ladder/Net for the workers as required in the site must be provided by the contractor at his own cost and workers, supervisors, engineers engaged by contractors and the contractor himself should use/wear the safety equipments during the work inside the factory.

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34	Safety of Contractors Workmen while working at height above 3.0 m	For working at height, the contractor's workmen would follow the safety guidelines as given in Annexure-A.
35	Penalty Clause for Safety Violation	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, his contract shall be liable cancelled and to be debarred from further contracts.
36	Accident Condition	(i) The contractor should exercise all care and take all necessary safety measures before embarking on Civil/electrical work. Any accidents fatal or non-fatal will be the responsibility of the contractor and compensation that may arise will be the responsibility of the contractor. Annexure 'B' of MES safety code in General conditions IAFW-2249 is relevant. Please also refer relevant page for safety precautions to be taken on contractor's workmen. (ii) In case of injury/ fatal accident during execution of the contract if any, compensation is required to be paid to any workman/staff by the contractor. (iii) In case of Fatal Accident, if contractor does not pay compensation to the affected person, Chief General Manager/accepting officer will have the rights to recover compensation charges from the pending dues with the factory or any other government department.
37	Instruction to Contractor	The contractor who is not abiding the aforesaid instructions of safety completely or partly, his work will be short closed/terminated including the action of black listing. No compensation on account of this will be payable by the factory.
38	Breakages Condition	During the course of the execution of the work, any damages that may be caused will finally or otherwise to the govt. property will be chargeable to the account of the contractor.
39	Environment Management System Condition	The contractors are required to comply with various statutory and regulatory provisions related to Environment, Health & Safety while delivering their products and services at Vehicle Factory, Jabalpur, failing which, they shall be responsible for contravening the relevant legislative & regulatory provision(s) / specific conditions mentioned in Work order in this regard. Contractor should know Environmental policy of VFJ & abide by all Environmental norms applicable to their activities in VFJ premises. Contractor should strictly follow OCP (Operational Control Procedures) & WI (Works Instruction) of Civil & Electrical works with respect to Environment Management System.
40	Rejection of Bid	Chief General Manager/ VFJ, reserves the right to reject any of the submitted offer at his discretion on the basis of safety violations, non-performance or any other default on firm's side in ongoing works / previous works of the firm at VFJ/ AVNL Units. Action such as suspension of vendor enrolment on e-procurement portal may also be taken on account of such defaults. The Chief General Manager/ VFJ may also reject the submitted offer, if it is found that the contractor has been debarred from any Govt. Department / DPSUs OR any type of criminal / financial matter is pending against him in the court of law.
41	Queries / Clarifications	Queries / Clarifications of all nature, if any that may arise should be referred by the tenderer by Fax / Letter / Email.
42	Compliance to above & all the enclosures.	Read all of the above Conditions to be complied and All Conditions / Instructions / Annexure (if any)/ Drawing (if any) / Technical Specifications (if any) etc. enclosed in attachments of this tender enquiry and complied with the same.
43	Queries / Clarifications of all nature, if any	The contractor must have a valid E- mail ID for any correspondence from VFJ. It will be the responsibility of the contractor to frequently check his E-mail (provided in e-procurement site by the contractor) so that no communication is missed.

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44	Vulnerability Clause (Planning and Designing in purview of Vulnerability Atlas of India)	Vulnerability Atlas of India (VAI) is a comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State/UT — wise hazard, maps with respect to earthquakes, winds and floods for district-wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclones and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation stage. This Atlas is one of its kind single point source for the various stakeholders including policy makers, administrators, municipal commissioners, urban managers, engineers, architects, planners, public etc. to ascertain proneness of any city/location/site to multi-hazard which includes earthquakes, winds, floods thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and infrastructures schemes, this Atlas provides necessary information for risk analysis and hazard assessment. The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website www.bmtpc.org. It is mandatory for the bidders to refer Vulnerability Atlas of India for multi-hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of: i) Seismic zone (II to V) for earthquakes, ii) Wind velocity (Basic Wind Velocity: 55, 50, 47, 44, 39 & 33 m/s) iii) Area liable to floods and Probable max. surge height iv) Thunderstorms history v) Number of cyclonic storms/ severe cyclonic storms and max sustained wind specific to coastal region vi) Landslides incidences with Annual rainfall normal vii) District wise Probable Max. Precipitation
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