

GENERAL CONDITION OF CONTRACT

1. Contractor is requested to GO THROUGH the complete General Conditions and make himself completely understand the same and make himself convinced before making quotation and any doubt or clarifications can be obtained from the Engineer –In-charge.
2. All Contract workmen should wear Maroon Jacket while working inside the Factory. All contract workmen should confine to the work spot only.
3. The contractor shall take Workmen compensation insurance Policy for all his workmen and the copies of the same shall be handed over to the Engineer-in-charge before commencement of the work.
4. All the materials to be used shall bear ISI Mark and shall be incorporated in the work only after the approval of Engineer-in-charge.
5. All the men, materials, tools and equipment are the responsibility of the contractor and CGM/EFA will not be responsible for any untoward incidents occurring at the site.
6. On quoting rates for this specification, it is agreed and accepted by the contractor that he had gone through the complete specification and completely understands it and hence he will adopt / adhere without any compromise to the quality and materials required by the Department.
7. The safety of workmen shall be the responsibility of the contractor and the contractor has to visit the site and access the risk factors involving in the work. And any doubt pertains to specification or method of execution shall be enquired and obtain information from the E-In-Charge. And regarding safety risk he can consult with the Safety Officer and get his advice.
8. All safety equipments like Helmet, Safety Belt, Gloves, Mask, Boot, safety Net, ladder etc for workmen should be provided by the contractor and ensure during the any time of work they must wear the same.
9. The contractor shall appoint a qualified supervisor for each work and the supervisor shall maintain a log book for booking of attendance of the labours employed in the site.
10. Contractor shall make necessary arrangements to clean the site/road after completion of work.
11. The demolished debris if any shall be disposed off away from the site as per the instructions of Engineer in-charge.
12. Water charges and Electrical charges will be recovered as per Government directives.
13. Contractor has to obtain permission from the Electrical section and shop floor manager of each section before starting of work.
14. Warning boards should be placed on site during execution of work to avoid any accident.
15. Works diary must be maintained by the contractor on daily basis.
16. The entire work is required to be completed as specified in the SSR 2020 Volume-I, Part –II and to be completed as per the best Engineering practice.
17. On acceptance of the contract the following deduction will be made on the final bill. 1) The income tax will be deducted @ 1% in case of individual, @ 2% in case of Company/Firm and 10% in case of professional /consultancy services in the case the payment to contractor exceeds Rs. 30,000/- or Rs. 1 Lakh in aggregate during the financial year. 2) Water charge @ Rs. 5.00/1000 rupees of work done if applicable. 3) Welfare cess @ 1% 4) TDS if any applicable for GST.
18. The demolished debris if any shall be disposed off away from the site as per the directions of E-I-C.
19. Security Deposit shall be submitted in the form of Fixed Deposit Receipt (FDR) from any Nationalised Bank shall be lodged by contractor within 30 days on acceptance of Contract Agreement
20. The contractor is requested to inspect the site before making the quotation and he can clear his doubts before making quotation and No extra claims will be acceptable after making quotation on the name of uncovered items.
21. All the works are to be carried out as per the Standard Procedure laid in SSR 2009 Part-I specification.
22. All the materials, tools etc., required for the work shall be the responsibility of the Contractor. All the tools and equipments required for this work are to be brought by the contractor.
23. 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.

24. The contractor should take Workmen compensation, Insurance Policy for the workers in this work and copies of the same shall be handed over to E-I-C before commencement of the work.

25. The entire work shall be carried out as per the relevant clauses/ specifications of MES SSR 2020.

26. The contractor may visit the site before quoting their rates with prior appointment with W M / I M S & E O & L W O.

27. The safety norms shall be strictly followed and any deviation will lead to cancellation of the contract agreement.

28. All the workmen should confine to their work spot only and should not venture into areas other than the work spot.

29. The work shall be completed within the stipulated period, failing which liquidity damages shall be deducted from the Contract amount as per IAFW 2249.

30. Any damages to Government property, shall be made good free of cost by the contractor.

31. The dismantled materials except credit item if any, shall be returned to CE stores intact.

32. The order is for complete work and on completion of the job, the work shall be jointly inspected by the Contractor and CE representatives.

33. 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 wherever feasible.

34. Work permit should be invariably been obtained by the Contractor before starting of work on daily basis. Safety permit shall be obtained by the contractor from safety section /EFA before commencement of the subject work and same shall be handed over to EIC.

35. The contractor shall engage skilled labourers only for the works such as Masonry, plumbing, plastering etc.

36. 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.

37. On acceptance of contract extension of PDC will not be permitted or entertained and hence it is advised to the contractors to make a time bound schedule of completion of work.

38. The documents regarding verification of Character and antecedents of Contract Labours engaged by the Contractors shall be accompanied with the fee as per Government Order, which shall be borne by the Contractor/Firm. The details of fee to be submitted for Police Verification of Contract labours are furnished hereunder:

39. A sum of ` 1000/- (Rupees one thousand only) has to be remitted by the individual for furnishing a report on the Character and antecedents of the concerned.

40. The above mentioned payment shall be made in the Government Treasuries or Nationalised Bank which transacts the government transactions in the Challan under the Head of Account "0055-00-Police-103-Fees, Fines and for Forfeitures – AB – Collection of Fees for verification of Character and antecedents" (DPC-0055-00-103-ab-0005) or by means of Demand draft in favour of the Commissioner of Police, Vepery, Chennai – 600 007.

41. 85% of value of material may be paid after material brought at site and after inspection by EIC / SIC at Site. The Contractor shall have to submit voucher /Bill along with Challan and documentary evidence of value of material.

42. The contractor shall have to pay/ lodge Security Deposit as prescribed depending upon the Value of Contract Sum (Approx. 5.0% of contract sum) in the form of Bank Guarantee or FDR and the same will be retained

with Factory authorities against SD for the period of One year from the date of completion of the work.

43. RAR Bill payment will be made in stages as per the progress/value of work done. The RAR bill shall be claimed by the contractor stating the progress of the work.

44. For claiming each RAR Bill , the contractor should have completed minimum 15 % of value of contract Sum.(Retention Amount @ 10% of the value of work done shall be retained with the factory and the same will be released at the time of Final settlement).

45. Final payment will be made only after satisfactory completion of the work as per Contract Conditions & Specification.
46. 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.
47. Goods and Services tax (GST) at the rate applicable for Works Contract & other Government taxes as applicable from time to time and which are all in force shall also be borne by the contractor and the quotation/offer shall be inclusive of all. The firm shall ensure the prevailing GST rate applicable for the contract, before quoting the tender. Presently, the rate of GST is 18% for Works Contract and in case of any downward revision, the extra percentage claimed will be deducted from the final bill. It will be the duty of contractor to completely update himself about prevailing taxes and applicable rates and this office will not issue any certificate regarding taxes etc. No additional claim shall be accepted in any case, as the quoted rates shall be inclusive of all taxes. The firm shall pay the applicable rate of GST for the contract and submit the copy of receipt/challan to the department, before effecting each payment to the firm.
48. The contractor man should be well equipped with protective items like hand gloves, safety goggles, safety shoes, helmet, safety belt etc.
49. Supervisor of contractor must be efficient, technically sound and experience enough to ensure full safety measures before start the work.
50. Contractor himself inspects the site and gives clearance prior to start the work.
51. Unless Site-In-Charge gives the clearance about adequate safety measures taken by contractor, no work should be started.
52. The workmen should not be under influence of alcohol /drugs.
53. They should be in good health and sound mental condition.
54. Their movement should be restricted to only in the working area and they should not go to any unauthorized place.
55. They should not block the road/gantry/area by dumping the Building materials/boxes.
56. They should observe general safety precautions by applying common sense to avoid any incident while working.
57. First aid box for immediate use in case of accident should be made available by the Contractor.
58. They should carry the load in accordance with the factory Act 1948 & Tamilnadu Factory Rules.

**SIGNATURE OF CONTRACTOR
WITH SEAL AND DATE**

**(YOGESH KUMAR)
DY. GENERAL MANAGER
FOR CHIEF GENERAL MANGER
FOR AND ON BEHALF OF PRESIDENT OF INDIA**