

SPECIAL CONDITIONS OF CONTRACT

1. General :

- 1.1 The following special condition shall be read in condition with General condition of contract IAFW2249 (2009 Print and IAFW - 2160) (Revised 1955) including Agenda there to. Any provision in these special conditions, if at conflict with the provisions in the above mentioned documents should be deemed to take procedure there over.
- 1.2. The terms "General specification" used in any of the documents following part of this contract refer to the specification contained in the MES schedule of rates 2010 issued from time to time.
- 1.3. The term "General specification used in any of the documents following part of this contract referred to the specification contained in the MES schedule of rates 2010 issued from time to time.
- 1.4. Water will be charged @ 5.00 per Rs. 1000/- worth of value of work done of the contract.

2. Condition of Working:

- 2.1 The work under this contract is in "Restricted / under restricted area" The following are the condition for working with in restricted area.
 - 2.1.1 **Definition:** - Restricted area: - For the purpose of this contract means the area" declared as such by factory authorities. Visit to site within restricted area (s).
 - 2.1.2 Permission to either one restricted area (s) before the submission of tender can be obtained from the Chief General Manager, Engine Factory Avadi, Chennai-54. Tenderer are advised to send Prior initiation to the Chief General Manager about particulars of chair agents representative etc, if any the dates and times of their proposed visits, so that necessary arrangements may be made by him for admission. Whether to tenderer visit the site or not, he shall be to have full knowledge of the restrictions on entering in the air exist from and working within the restricted area (s).
- 2.2 The contractors their supervisor Engineers and Laborers can only be admitted into the restricted area on production of Identification passes issued by our factory security Departments for the purpose of obtaining the passes the contractor certificates from two gazettes officers for each individuals to be admitted into the restricted area. 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 contractor is advised to look into this particular clause before tendering., 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 personal including laborers.

- 2.3 The Contractor would, at his own expenses get net the character / antecedents of his Employees verified through the local policy authority and would employ only such persons for.
- 2.4 Within the restricted areas: - 1) The contractor his agent (s) representatives working etc. materials carts, truck will be allowed to enter the restricted area through the Gate No.3 of this factory search shall be through conducted by the security staff for as "many time on the Gate is used for entry and / or for exist date for security reasons to any time or any number of times to work site. The contractor shall note that certain time will be lost on account of restriction mentioned in this clause, such as searches etc. they affecting the affecting working hours and therefore the contractor.

3. Identity Cards Passes:

- 3.1 The contractor, his agent and representative are required individually to be in possession of on identity cards of pass duly verified by the police Department., the identify card of pass will be 'examined by the security staff at the time of entry into or exist from the restricted area (s) and also at any time or any number of times inside the restricted area (s).
- 3.2 Every workman shall be in possession of an identity card. The identity cards shall be issued after the 'search, investigation of the Coincident of workmen by the contractor and attested by the security In Charge of the area in accordance with the standing rules and regulation of the factory authorities contractor shall be responsible for the contract authorities contractor shall be responsible for the conduct and action of his work agency or representatives passes will be issued by factory authorities for the entry and exist of contractor labour through a particular Gate only.

4. Wearing: of identification Jackets by Contractor's Labourers:

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.

5. Search:

Through such of all person and transport shall be carried out of each date of exist as many times as a gate is used entry at exist and may also be carrying of any time of any number of time at the work site within the restricted area.

6. Working hours:

Even though the work is in restricted area, the contractor and his workmen shall be allowed to work from 8.00 a. m. to 5.00 p. m. at the work site within the restricted area.

7. Working: in Holidays:

The contractor shall not carry out work on Gazetted Holidays. Weekly holidays and other working day except when especially authorized in writing to do so by the Chief General Manager/General Manager/HR&PLG of the Factory may at also discretion declare any day as holyday of Non - Working day without assigning any reason for such declaration.

8. Retuning of passes identity cards after completion of the work:

All identity cards and passes shall be returned by the contractor, to the factory authority after the completion of work under this contract, in case of issue of identity cards, he contractor will have to pay penalty as per requisite on the subject.

9. Account of Restricted area after completion of the work:

After the completion of work and surplus stores etc. are removed by the contractor or his agents. Representatives or workmen etc., any not allowed to have any account to the restricted area (s) except for extending of rectification the defects pointed out to him by the WM/ENGG. or by the Engineer - in - Charge of the work.

10. Firm Precaution:

The contractor his agent representatives workmen etc., shall strictly covered the order pertaining in firm precaution prevailing within the restricted area. Motor transport vehicle if allowed by the authorities to enter into restricted area must be fitted with serviceable firm extinguishers, gas welding will not be remitted inside the factory area. Advanced intimation of 3-4days will have to be given by the contractor to factory authorities before any electric welding is undertaking.

11. Security:

Contractors 'attention is drawn to official section Act particularly section 5 thereof. The contractor should, bring the material inside the factory after obtaining due permission and following the procedure laid down by factory authorities strictly, the surplus material after the work is over, shall be allowed to be taking out after due verification as per the security standing instruction of this factory.

12. Fair Wages 'Payment to the laborer:

The contractor shall have no claim what over if an account of any local regulation or otherwise he is required to pay wages in excess of the minimum

wages shown in the Schedule of minimum fair wages.

13. Visit to Site of Works :

The tender is advised to visit site of work with prior permission of WM/ENGG. Or Engg.- in- Charge, in Engine Factory Avadi, Chennai-54 and make him himself familiar with the working condition acceptability which effect the execution and completion of work.

14. Store and Material (Refer condition 11 of IAFW- 2249):

The contractor shall after the approval of the samples by WM/ENGG. or Engineer- in- charge, obtain stores, material and equipment from the approved firms or through their authority agents only. As a proof that the materials are obtained from the approved firms/ their authorized agents, the contractor shall produce such evidence to the satisfaction of WM/ENGG. or Engineer - in - Charge as regards to the quality of the materials.

15. 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.

16. Damage or Loss of inventory items borne on the list of CM/EM Section:

In course of execution of the different items of work is any inventory items are damaged or broken or lost by Contractor or his men the appropriate cost of the same will be recovered from the contractor. The decision of the Chief General Manager in this regard will be final and binding to this contractor.

17. Nationality of Persons/Labour:

1. Tenderer at action is drawn to condition 25 on page 14 and 15 of IAFW- 2249 (2009) print.
2. Contractor shall engage Indian Nationals after verifying their antecedent and Liability.

- 18. POWER SHUT DOWN :** The contractor if required, has to take permission for the shutdown of electric supply, day - to day basis, before commencement of work and for that purpose, he has to obtain a permit from factory, EM section every day in/ prescribed Performa and discharge the same after the end of the day work (The shutdown can be given between 8.30 A.M. to 4.00 P.M. on all working days.) All Safety precaution 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.

19. CAPACITY OF THE TENDERER:

Offers not furnishing adequate information's in respect of eligibility criteria are liable for rejection.

20. NOTICES ON BEHALF OF THE DEPARTMENT:

Notices and certificates 'on behalf of the department in connection with the contract may be given by, duly authorized officer of the department whose name shall be previously communicated in writing to the contractor.

21. (A) ARBITRATION CLAUSE:

- 1 All disputes & differences arising out of or in any way touching or concerning this agreement (except those for which specific provision has been made therein) shall be referred to sole Arbitrator to be appointed by Director General Ordnance Factories, 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 his 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.
- 2 The Arbitration shall be as per the conditions No.70 of General Conditions of contract IAFW -2249 & Arbitration Act.1996 or any statutory modification thereof. The Venue of the arbitration shall be ENGINE FACTORY AVADI, CHENNAI-600 054 (Tamil Nadu State).

22. LIQUIDITY DAMAGES (COMPENSATION FOR DELAY):

In the event of late completion of work, the department is entitled to recover from the contractor by way of Compensation for delay/Liquidity Damages (LD) for a sum equal to 1% per week on the contract value of items or group of items for which a separate period of completion is given in the contract to a maximum ceiling as per the clause 50 of IAFW 2249.

23. CONTRACTOR'S SUPERVISION:

The contractor shall either himself supervise the execution of the contract or shall appoint a competent / qualified Agent approved by this office to act on his behalf. Refer Condition No.25 of IAFW-2249 under sub para (b)

24. OTHER CONDITIONS:

That since the Production activities are also being progressed by this factory, the contractor will have to- take extra precaution that the production activities are not affected / hampered at any way. The contractor is required to work in close co-operation with departmental staff & Officers engaged to supervise the work. That the contractor should not make damage to any of the factory property and if so done, the factory authorities will initiate for suitable deduction from bills due to him.

25. QUERIES / CLARIFICATIONS:

Queries/Clarifications of all nature, if any that may arise should be referred by the tenderer by the Telex / Cable/Letter/Email direct to the signatory at the following Address:

**CHIEF GENERAL MANAGER,
ENGINE FACTORY, AVADI,
CHENNAI- 600 054.**

Instructions to Bidders:

1. The tenderer shall carefully check the specifications and drawings and shall satisfy himself of the suitability of the work being offered and shall take full responsibility for the successfully completion of the work within PDC.
2. The offer should conform to technical specification and general conditions of contract.
3. The tenderer shall inspect the site if considered necessary and shall satisfy himself of site conditions and shall collect himself any other information which he may require before submitting the tender. Claims and objections due to ignorance of site conditions will not be considered after submission of the tender.

Other Conditions:

- i) Time is the essence of this contract. Hence contractor quoting will have to strictly adhere to the date of completion. .
- ii) The firms have to submit the prescribed Security Deposit as applicable depending upon the contract value, which will be refunded on completion of contract after completion of maintenance period of one year. The Security Deposit will be forfeited in the event of breach of contract by the contractor.
- iii) All clauses & sub-clauses mentioned in this Tender shall be applicable in to any Work Order / Supply Order that is placed as a result of this tender. In case of contradiction, the terms of the W.O/ S.O. will prevail over the clauses & sub-clauses of the TE.