

## **Annexure - I**

### **General Terms and conditions**

1. Acknowledgment of this order must be sent to us within 7 days from the date of order, failing which shall be deemed that the order has been accepted by the contractor in full.
2. The order no and date should be quoted in all correspondences and invoices.
3. The contractor shall arrange to obtain valid permission for his equipment's from the concerned authorities.
4. The contractor shall obtain Labor License (from Labor department) and Insurance coverage of Laborers engaged as and when needed.
5. The contractor shall obtain authority/license designed in this behalf under any applicable law regulations for carrying out Electrical works and observe all terms and conditions of the said authorization/ license
6. The persons below the age of 18 years shall not be deployed on the work.
7. No children of the workers will be allowed inside the plant.
8. The contractor will have to follow all rules and regulation pertaining to payment of minimum wages Act as notified by the C.G. Govt. applicable for project site, dist-KORBA (C.G.). He shall also be responsible for observance of Labour regulations in respect of Labour welfare.
9. In case the department receives any complaint from the workers regarding non-payment of the wages, the amount to the workers will be paid and recovered from the contractor bills along with inconvenience charges at the rate of 5% of such wages.
10. Contractor has to observe all formalities as per PF Act. Documentary evidence towards compliance of Act. Shall be furnished regularly to Lanco by contractor.
11. The contractor shall be liable to comply with provisions under the various labour legislation's. Besides other obligations under the labour legislations he is required to ensure payment of minimum wages under the minimum wages Act. Grant of leave as per the notification of Chief Labour Commissioner, Provident Fund under the Provident Fund Act. Maternity leave under Maternity Benefit Action against all claims damages compensations on account of his failure to comply with statutory provisions.
12. The contractor shall also be liable for other statutory obligations (not mentioned herein) which may rise on account of this contract.
13. It would be the responsibility of the contractor to give weekly off and other holidays to their employees as per law in force.
14. The contractor shall submit medical fitness certificate valid for 1 year, on yearly basis for the persons deployed by him as per form 21 in soft and hard copy.
15. The contractor shall at no additional cost to Lanco be responsible for the replacement of any member of his personal failing sick, proceeding on leave, or otherwise absent.
16. Contractor shall indemnify & keep the Lanco indemnified from & against all claims, demands, actions, suits & proceedings with regard to this contract.
17. The contractor shall compulsorily provide personal protective equipment's (PPEs) to his employees & in the event of his not providing the same by date specified by EIC or as mentioned in contract, it will be provided by LANCO at

contractors risk & cost. The cost of such PPEs provided by LANCO shall be recovered from contractor's bills at 'Double rates' as a measure of penalty.

18. Liquidated Damages: Time is the essence of the contract. In case of delay in completion period/delivery of items / equipments as per delivery schedule due to any reasons except specifically attributed to buyer, liquidated damages shall be levied @ 0.5% per week of delay or part thereof of the order value for the undelivered quantities after allowing a grace period of 7 days, subject to maximum of 5% of the order value or to cancel the order and to complete the job/work from alternative source at the risk and cost of the supplier/contractor.
19. All necessary personal safety equipment as considered adequate by the engineer-in-charge or the safety officer of LANCO should be made available at contractor's cost for use by the persons employed on the site and be maintained in a condition suitable for immediate use. The contractor should also give sufficient safety training and instructions to his workmen and ensure proper use of safety equipment by those concerned.
20. The Contractor and his personal shall undergo site induction on safety training before start of the work.
21. In case the contractor fails to comply with the safety requirement, a penalty shall be imposed As per LAPL Safety Management (Contractor Safety Management) guide line annexure –III. LAPL is seriously monitoring the LAPL safety management guide line and lapses shall be viewed seriously and each lapses shall attract LD recovery of Rs 1000/- and implementer shall be safety officer LAPL.
22. The contractor and their workers shall follow all safety rules while working so that there should not be any accident, which may cause loss of life or damage to LANCO's property. Contractor shall be fully responsible for accident occurred in the absence safety conditions mentioned herein & informed by EIC time to time. Contractor shall also take insurance cover for workmen compensation for the workers employed by him at his own cost.
23. No man/material/equipment shall be permitted within the power station area with out valid gate pass and no material/equipment shall be permitted to be taking out of the power station unless authorized by concerned authority. The contractor shall be held fully responsible for any delays/losses/damages that may result consequent on any lapses that may occur on the part of his employees in this regard.
24. Carrying / striking of matches, lighters or smoking or other acts which may cause fire hazards in the restricted area of power station such as Hydrogen plants, Hydrogen storage area, fuel oil plant/storage areas etc. is strictly prohibited.
25. In the prescribed areas of power station no hot work such as welding, gas cutting etc. which may cause fire hazards shall be carried out unless valid gas safety/fire permit is obtained from the engineer-in-charge and necessary precautions are taken to avoid any risk of fire hazards.
26. The rates shall remain firm during the currency of contract including extension granted, if any, and no escalation is payable on any account, if not specifically mentioned otherwise.
27. The contractor has to make his own arrangement for T&P safety appliances and consumable required for the above job if not specifically mentioned otherwise.

28. The work shall be executed as per the direction and to the satisfaction of the engineer-in-charge which shall be firm and binding on all matters.
29. If the contractor fails to deploy required nos. of labour as per the terms of contract, then recovery @ double wages shall be affected for no. of labour less than the specified requirement, if not specifically mentioned otherwise.
30. Quantity indicated against each item is tentative. LANCO may decide to abandon or reduce the scope of work for any reason whatsoever and hence may not require the whole or any part of the works to be carried out. The engineer-in-charge shall give notice in writing to that effect to the contractor and the contractor shall have no claim to any payment of compensation or otherwise. LANCO reserves the right to terminate the contract at any time without notice if the work is found unsatisfactory and also get the work done through any contractor at the risk and costs of the contractor.
31. The contractor shall not sublet, transfer or assign any part or full work of this award without prior written permission of LANCO.
32. In case of any conflict amongst the various drawings and other tender documents, the decision of the execution-in-charge shall be final and binding. If any dispute or difference of any kind whatsoever shall arise between the LANCO and the contractor arising out of the contract or with respect to its interpretation, whether during or after its completion or whether before or after its termination, abandonment or breach of the contract, it shall be referred to the sole arbitration of the Director LAPL or any Officer duly authorized by him in this behalf and the decision of the arbitrator shall be final and binding on the parties. Any dispute shall be subject to exclusive jurisdiction of State courts.
33. All materials, which are to be used at site of work, shall be conforming to relevant IS code and samples should be got approved from Execution-in-charge prior to use.
34. The detailed program of work shall be drawn by successful tenderer to whom the contract will be awarded and submitted to execution-in-charge, who shall also have the right to alter the program if required.
35. The contractor shall on the request of execution-in-charge, immediately dismiss from the work, any person employed thereon, who may, in the opinion of execution-in-charge be incompetent or mis-conducts himself and such person shall not be employed in future without written permission of the execution-in-charge.
36. No complaints from contractor's workmen with regard to nature of work entrusted or place of work will be entertained.
37. If no inspection the work progress by the contractor is found unsatisfactory, then on instruction of execution-in-charge, contractor will engage additional no. of labour for specific period for aforesaid work, without any extra cost.
38. The contractor or his authorized representative shall be available at plant site daily for receiving necessary instructions from execution-in-charge and to carry out the work accordingly.
39. The contractor should note that the labour under their control will be working in the vicinity of running equipment's and they should give proper instruction to all the workers under the control to be careful to avoid any accidents.
40. The material those are issued to contractor, reconciliation of these will be done on regular basis, periodically, (preferably quarterly) by EIC. The agencies have to produce necessary documents for the same.

41. The contractor shall deploy his own employees for the job to be undertaken under this contract.
42. During the course of validity period of contract, LANCO may assign the said contract to any other Contractor, and said Contractor, being the assignee shall operate the contract and engagement for the purpose of execution, supervision, payment, extension/renewal etc. on the same terms and conditions of the contract, and the contractor shall have no right to raise any objection, whatsoever on assignment of the contract by LANCO as referred to above.
43. All the contractors have to produce income tax clearance certificate from the Income Tax. Those contractors whose income is not taxable will be required to give and affidavit of their income on the prescribed form.
44. Income tax at the prevailing rate, on gross amount billed, shall be deducted from contractor's bills as per relevant provisions of Income tax Act. Contractor shall be fully & exclusively liable for all the sales tax, duties, octroi, royalty & any other statutory taxes, levies etc. now in force & hereafter increased, imposed or modified in respect of works & material by central & state government authorities.
45. Contractor shall be liable to comply with provisions under the various labour legislations as detailed below. 1) Contract Labour (Regulation & Abolition) Act, 1970 a) Labour License b) Maintenance of Registers i) Register of Workmen (Form-XIII) ii) Employment Card (Form-XIV) iii) Wage Register (Form-XVII) iv) Mustor Roll (Form-XVIII) v) Wage Slip (Form-XIX) vi) Register of Deduction (Form-XX) vii) Register of Fines (Form-XXI) viii) Register of Advance (Form-XXII) ix) Register of OT (Form-XXIII) x) Half-yearly Returns (Form-XXIV) xi) Leave Register xii) Safety Register 2) Minimum Wages Act, 1948 3) Employee's Provident Fund (Misc.Prov.) Act, 1952 4) Maternity Benefit Act, 1961 5) Workmen's Compensation Act, 1923 6) Inter State Migrant Workmen (Reg. of Empl. & Cond.of serv.) Act, 1979 7) Factories Act, 1948 8) other statutory obligations as may be required from time to time.
46. The contractor has to submit the photocopies of PAN card, sales tax registration & Service tax registration certificates before starting the work.