

(8)

SPECIAL TERMS AND CONDITIONS TRADE FABRICATION OF **FLY OUTER TEFS 2M**

	Description
1	The firm must understand the essence of contract to get the stores manufactured as per drawing and specification in time schedule.
2	The job shall be fabricated in the industrial shed to be provided by the OEFC free of cost. Only electrical power points shall be provided by the factory, from where firm has to draw their own lines. Lying of electrical lines should confirm to safety standards prescribed for the purpose. Meter reading shall be taken by OEF, based on meter reading and at prevalent rates, the electricity charge shall be deducted from the firm's bills or firm may submit electricity bills in the OEFC GM ACCOUNTS.
3	Once contract is awarded the firm shall have to deposit Material Security Deposit equivalent to book value or market value whichever is higher, plus 5% over the book /market value, plus another 5% on the inclusive rate (in shape of valid BG (BANK GUARANTEE), FDR (FIXED DEPOSIT RECEIPT), TDR (TERM DEPOSIT RECEIPT) only for issuing of cut components and other items required to fabricate the store and Performance security deposit as per contract terms. If firm failed to deposit Materials Security Deposit and Performance Security Deposit required against the performance of contract within 30 days from the date of supply order then NO RAW MATERIALS/ CUT COMPONENTS shall be issued to firm and action may be taken as per provisions of OFBPM/TCL-2018. The book value of the store/raw material required for fabrication of one unit item in the ibid case is approx. Rs 4230 inclusive GST as per last paid rate as on date. Firm have to submit material Security Deposit for 100 unit items (for handover store with firm). The MSD will be returned, if firm supplied entire issued quantities in the factory duly fabricated along with Inspection note issued by Concerned inspection authority.
	Firm shall produce a requisition letter well in advance to collect the cut components and garniture required to fabricate the store. The factory shall provide basic fabric etc. in cut components form only and other items like webs, tapes cordage, ropes, garniture items and metal components shall be given as per authorized estimated scale only.
5	All fabricators shall abide by the provisions as contained in the contract labour (Regulation and abolition) Act. 1970, Provisions of factory Act-1948, Industrial Dispute Act-1947, Workman Compensation Act-1936, and U.P. Factories Act-1960 and any latest amendments in the above said Act or new orders of by the central govt./ state govt. as the case may be in respect of employment of their laborers (including woman and child labours) shall be strictly followed by the contractor/fabricators. If any violation came to notice/knowledge of factory management then action will be taken against the firms as per provisions of contract and violation of Act.
6	The fabricator shall lift raw materials and cut components for fabrication and bring the fabricated store duly accepted by the concerned inspector along with INSPECTION/NOTE issued. The fabricator shall satisfy him before taking out the materials from the factory and no discrepancy will be accepted once the materials are handed over by the factory to the contractor.
7	The fabricator shall be responsible and accountable for all materials issued to them. He may go for insurance coverage if felt necessary. Any damage or loss of materials will be viewed seriously and recovery of amount will be done from forfeiting Materials security deposit/ pending supply order bills and also subjected to levying of other penalty as per decision of competent authority.

8	The firm will offer the complete store quantity drawn against warrant and guarantee, for inspection by QC section of the factory or service inspector as the case may be. Firm will provide all man power and facility for handling store for inspection by OEFC QC and/or CQA (GS)/INSPECTION AGENCY , staff as the case may be at the premises provided by OEFC. Spot rectification shall be carried out for all minor RFR by the firm. For major defects and finally rejected stores, value of materials issued will be deducted from the bills/ material security deposit with 2% inspection charge extra.
9	The fabricator will carry out inspection of fabricated store and give pre inspection certificate that their fabricated store has been inspected and confirm to the specification. The firm will stamp/stencil on each fabricated store, The nomenclature, cat part No. size, name of fabricator and year of manufacturer.
10	The accepted store (by final inspection authority) will be folded suitable to facilitate packaging and the same will be handed over to store/receipts issue section as per accepted Inspection/Note quantity along with Inspection Note.
11	Income tax @2% or as amended from time to time as per Income Tax Act, shall be deducted from firm's bills at source.
12	The firm has to give certificate that they have used the materials provided by OEFC only. Any deviation will be viewed seriously and firm may be black-listed in addition to recovery of the materials cost from the pending supply orders/bills/ Materials Security Deposit.
13	The contractor and his labour will follow all security instruction issued from time to time by OEFC.
14	It will be responsibility of the firm to dispose off the waste cuttings generated during fabrication process including packaging materials in a manner of their choice as per local authority rules & regulations. The fabricator shall take into account (a) value of waste cutting generated during the fabrication process including packaging material. (b) Responsibility to keep the premises clean .In other words,(the value of waste cutting and packaging material cost of lifting it) shall be discounted /taken in to account, while offering offering bid in the competitive bidding process. Firm has to keep the bark yard/provided shed and also its surrounding clean. In case of shabby and dirty shed or surrounding or damage done to bark yard buildings/provided buildings and property, a penalty will be imposed as decided by competent authority.
15	The firm has to vacate the shed provided by OEFC on completion of order/contract or they fail to maintain supply as per stipulated delivery schedule and other actions as per terms and conditions of contract.