

THE FERTILIZER CORPORATION OF INDIA LIMITED  
(A Govt. of India Undertaking)  
GORAKHPUR UNIT

Regd. Office :  
PDIL Bhawan (5<sup>th</sup> Floor)  
A -14, Sector – I, Noida (UP)  
Pin 201301

Please reply with Ref. No.  
Post : Fertilizer Factory,  
Distt. : Gorakhpur (UP)  
Pin 273007

**NOTICE INVITING TENDER**

**Ref. No. GP/Admn/Cont/55**

**Date : 28.05.2019**

Sealed tender is hereby invited from experienced and financially sound Contractors for providing assistance of Skilled, Drivers (Skilled), Semi – skilled and Un – skilled workforce for day – to – day Technical and Non-technical jobs in The Fertilizer Corporation of India Ltd, Gorakhpur Unit.

1. **Earnest Money** : An amount Rs.4,500/-(Rupees Four thousand five hundred) only will be required to be deposited as Earnest Money Deposit (EMD) in cash section, The Fertilizer Corporation of India Limited, Gorakhpur Unit. Cheque & Draft will not be accepted.
2. Complete set of tender document (non transferable) may be obtained on written application from office of the undersigned after producing documentary evidence of work experience for similar types of jobs and on payment of Rs.100/- towards the cost of tender paper (in cash) (Non refundable) at our cash counter on any working day during office hours from 11.00 AM to 03.00 PM and enclosing the money receipt for the same on or before 20.06.2019.
3. F.C.I.L. reserves the right to accept/ reject any or all the tenders without assigning any reason thereof.
4. Tenderers may contact the undersigned to understand the job requirement and visit the site conditions on any working day between 11.00 AM to 01.00 PM.
5. Tenderers should note that no request will be entertained for sending the tender document by post.
6. **Last date of submission of tender is 20.06.2019 up to 03.00 PM.**
7. **Tender will be opened on dated 20.06.2019 at 03.30 PM** in the office of the undersigned in presence of such tenderers who wish to be present at the time of opening.
8. The tender papers may be downloaded from FCIL website or from the Government of India Portal : [http:// www.eprocure.gov.in/ID No.2019\\_MCF\\_441736\\_1](http://www.eprocure.gov.in/ID No.2019_MCF_441736_1)). In such case the tenderer has to submit Account Payee Demand Draft of Rs.100/- drawn in favour of “The Fertilizer Corporation of India Limited” payable at State Bank of India, Fertilizer Township Branch, Gorakhpur, towards cost of Tender paper.

IN-CHARGE GORAKHPUR

THE FERTILIZER CORPORATION OF INDIA LIMITED  
(A Govt. of India Undertaking)  
GORAKHPUR UNIT

Regd. Office :  
PDIL Bhawan (5<sup>th</sup> Floor)  
A -14, Sector – I, Noida (UP)  
Pin 201301

Please reply with Ref. No.  
Post : Fertilizer Factory,  
Distt. : Gorakhpur (UP)  
Pin 273007

**NOTICE INVITING TENDER**

Ref. No. GP/Admn/Cont/55

Date : 28.05.2019

Sealed tender is hereby invited from experienced and financially sound Contractors for providing assistance of Highly Skilled, Skilled, Semi – skilled and Un – skilled workforce for day – to – day Technical and Non-technical jobs in The Fertilizer Corporation of India Ltd, Gorakhpur Unit.

1. Earnest Money : An amount Rs.4,500/-(Rupees Four thousand five hundred) only will be required to be deposited as Earnest Money Deposit (EMD) in cash section, The Fertilizer Corporation of India Ltd., Gorakhpur Unit. Cheque & Draft will not be accepted.
2. Complete set of tender document (non transferable) may be obtained on written application from office of the undersigned after producing documentary evidence of work experience for similar types of jobs and on payment of Rs.100/- towards the cost of tender paper in cash (Non refundable) at our cash counter on any working day during office hours from 11.00 AM to 03.00 PM and enclosing the money receipt for the same on or before 20.06.2019.
3. F.C.I.L. reserves the right to accept/ reject any or all the tenders without assigning any reason thereof.
4. Tenderers may contact the undersigned to understand the job requirement and visit the site conditions on any working day between 11.00 AM to 01.00 PM.
5. Tenderers should note that no request will be entertained for sending the tender document by post.
6. Last date of submission of tender is 20.06.2019 up to 03.00 PM.
7. Tender will be opened on dated 20.06.2019 at 03.30 PM in the office of the undersigned in presence of such tenderers who wish to be present at the time of opening.
8. The tender papers may be downloaded from FCIL website also. ([www.fertcorpindia.nic.in](http://www.fertcorpindia.nic.in)). In such case the tenderer has to submit Account Payee Demand Draft of ₹ 100/- drawn in favour of “The Fertilizer Corporation of India Limited” payable at State Bank of India, Fertilizer Township Branch, Gorakhpur towards cost of Tender paper.

IN-CHARGE GORAKHPUR

Fax No. : (0551) 2261741

Tel. Phone No. (0551) 2261742 / 2261750

THE FERTILIZER CORPORATION OF INDIA LIMITED  
(A Govt. of India Undertaking)  
GORAKHPUR UNIT

Regd. Office :  
PDIL Bhawan(5<sup>th</sup> Floor)  
A/14, Sector –I Noida (UP)  
Pin 201301

: Unit Office:  
: Post : Fertilizer Factory,  
: Distt. : Gorakhpur (UP)  
: Pin 273007

TENDER DOCUMENT  
(Not Transferable)

(To be submitted along with tender duly signed on each and every page in token of acceptance of conditions mentioned in this documents)

1. Notice Inviting Tender No. : GP/Admn/Cont/ 2019/01
2. Job Title : Providing assistance of Skilled, Drivers (Skilled), Semi – skilled and Un – skilled workforce for day – to – day Technical and Non-technical jobs in The F C I L. Gorakhpur Unit
3. Tender Place : Office of the Incharge Gorakhpur Admn. Bldg. FCIL, Gorakhpur.
4. Submission of Tender Time & Date : Upto 03.00 PM on 20.06.2019
5. Opening of Tender Time & Date : At 03.30 PM on 20.06.2019

Issued to : -

Name .....

.....

.....

THE FERTILIZER CORPORATION OF INDIA LIMITED  
(A Govt. of India Undertaking)  
GORAKHPUR UNIT : GORAKHPUR 273007

SCOPE OF WORK AND TERMS & CONDITIONS

**Sub:** Contract for providing assistance of Skilled, Drivers (Skilled) for Company's vehicles, Semi- Skilled and Un-Skilled staff to cater the need of work in various Technical & Non-Technical Departments in The FCIL, Gorakhpur Unit, for one year with effect from 1<sup>st</sup> July, 2019.

It is proposed to get assistance of different category of work force to cater day to day need of jobs in various departments / sections of the Unit. The scope of work and other terms and conditions are detailed here under.

- 1.0 SCOPE OF WORK: The scope of work shall include but not limited to the following:-
  - 1.1 Providing assistance of Skilled, Drivers (Skilled) for Company's vehicles, Semi- Skilled and Un-Skilled staff to cater the need of work in various Technical & Non-Technical Departments in The FCIL, Gorakhpur Unit,
  - 1.2 Providing assistance of Skilled personnel for :-
    - 1.2.1 Administrative Building Gate duty, patrolling and checking of Security Guards, Inspection of fencing etc, and maintaining cleanliness by cutting wild growth and grass in Township & other misc. work as per requirement in Administration Department.
    - 1.2.2 typing work and follow up of legal cases of FCIL in District Court, Labour Court, Railway Claim Tribunal etc in Administration / Legal Section.
    - 1.2.2 jobs related to Estate Department, Administration and liaisoning with Police Station, checking the bills of Security and other misc. work as per requirement.
    - 1.2.3 jobs related to telephone bills, advance, adjustment, contractors vouchers, lease rent, shop rent and house rent etc. in Finance Department.
    - 1.2.4 jobs related to Mechanical and Civil Department.
  - 1.3 Providing assistance of Drivers (Skilled) for Driving Company's vehicles. The driver engaged must have valid D.L. for driving vehicles like Car, Jeep & Tractor etc.
  - 1.4 Semi-skilled personnel shall be required to do job of Peon cum FAX Operator in the office of In-charge, Gorakhpur bringing various materials / store items, carrying papers, records as and when required.

- 1.5 The following jobs are to be carried out by Un-skilled work force / as per requirement
- 1.5.1 Distribution of Notices and dak to quarters and other Departments daily.
  - 1.5.2 Cleaning of office rooms, furniture, filing racks etc., and catering to Office needs.
  - 1.5.3 Safai Sewak for Administrative Building and Security Office etc.
  - 1.5.4 Helper to Mason/Carpenter in Civil Deptt.
  - 1.5.5 Assistance for Maintenance and repairing work of water supply system of public building and residential buildings etc. and other misc. works related to Civil Deptt.
  - 1.5.6 Removal work of choaking from Sewerage system of factory, administrative building and residential buildings in Sewerage Maintenance.
  - 1.5.7 To carry tools and tackles and stairs etc. to work place for assisting technician in Electrical maintenance of public buildings in side factory, administrative building, residential buildings and for lighting and power supply through D G sets.
  - 1.5.8 Cleaning and upkeep of all the Office areas / floors, cutting and removal of wild grass in FCIL occupied office / building area and its surroundings, scrap removal etc as per requirement.
  - 1.5.9 Other miscellaneous manual jobs as per the requirement and directions of our Engineer-in-charge .
  - 1.5.10 Maintaining the sub-stores material and any other jobs as per directions of our Engineer-in-charge.

## 2.0 PERIOD OF CONTRACT:

The contract shall be operative for a period of one year w.e.f. 01.07.2019 to 30.06.2020. However clearance for execution of the job shall be given on month to month basis depending upon the contractors performance and at the sole discretion of the FCIL, Gorakhpur Unit. The period of contract shall be extendable by another one year on mutual agreement basis.

## 3.0 Strength of personnel:

3.1 As per FCIL, Gorakhpur Unit's assessment a strength to be provided per day category wise is given as under:-

Sl. No.	Category of staff	Maximum Number of Staff to be engaged on a particular day	Maximum Number of Mandays required in a Month
1.	Skilled	3	78
2.	Skilled (Drivers)	1	26
3.	Semi-skilled	1	26
4.	Un-skilled	4	104
	TOTAL	9	234

The strength of personnel may vary, depending upon the job requirement

4.0 SCHEDULE OF RATES :- The rates shall be quoted only in the prescribed proforma given in the TENDER FORM II - PRICE BID

4.1 The contractor will ensure payment of minimum wages as notified by GoI, Ministry of Labour, applicable in the State of Uttar Pradesh, under Minimum Wages Act 1948. The rates of Minimum Wages payable to different categories of employees in Gorakhpur Area. w.e.f. 01.04.2019 are `645.00 for Skilled, `645.00 for Drivers (Skilled) for company's vehicles, `551.00 for Semi-Skilled and `487.00 for Un-Skilled personnel per man day.

## 5.0 SECURITY DEPOSIT:

5.1 After award of the work order, the contractor / successful tenderer will be required to pay 10% of the contract value as security deposit towards Contract Performance Guarantee. Alternatively an equivalent amount will be recovered from the contractor's running bills upto 10% value of the contract / job executed whichever is higher. Security Deposit amount will be retained with FCIL till the end of contract period after completion of job / issue of completion certificate whichever is later. The security deposit shall not bear any interest and shall be refunded to the Contractor after satisfactory completion of contract period.

5.2 The FCIL, Gorakhpur Unit, reserves the right to forfeit the security deposit if the Contractor fails or neglects to take up the job, abide by, to fulfill the terms and conditions of the contract and/or to execute the work satisfactorily.

6.0 PAYMENT TERMS:

- 6.1 The payment shall be reimbursed as per work order for the actual job executed by the Contractor after due verification and certification by the Competent Authority, FCIL, Gorakhpur Unit.
- 6.2 The Contractor has to submit bills in triplicate on monthly basis to the concerned officer. He shall have to furnish Labour Payment Certificate along with EPF & Goods & Service Tax deposit receipts as applicable to FCIL, Gorakhpur Unit by 7th of every succeeding month irrespective of submission of bills, failing which his payment will be withheld.
- 6.3 In-come Tax as applicable as per IT Rules, shall be recovered at source and UPST, if applicable, will be deducted from the Running/ Final bill.
- 6.4 Goods and Service Tax (GST) liability as applicable (presently @ 18%) shall be deposited by the service provider and claimed from the service recipient.
- 6.5 Contractor shall be reimbursed the GST, as applicable on production of copy of Treasury Challan along with claim.
- 6.6 In case there is any breach of NIT or contract clauses, FCIL should be entitled to charge the interest on the delayed payment without prejudice to FCIL's right to terminate the contract and charge damages.

7.0 INSURANCE:

- 7.1 The Contractor has to submit the proof of ESIC Registration of his Company with the Regional Office, Kanpur. He shall have to ensure that ESI contribution with respect to all the personnel engaged by him under the contract are submitted to the appropriate authority on month –to-month basis and have to submit the proof thereof.
- 7.2 Contractor's employees are to be covered under the ESI Scheme.
- 7.3 Wherever ESI is not available, Group Insurance coverage in lieu of ESI may be taken for personnel from any recognized Insurance Agency subject to the condition that the amount towards insurance should not exceed the rates than that of ESI and the monthly reimbursement thereof may be released on production of challan/documentary evidence every month.

8.0 RESPONSIBILITY OF THE CONTRACTOR:

- 8.1 The contractor shall execute the subject work as per the scope of work./ requirement of FCIL.
- 8.2 The contractor will directly approach the Insurance Company and obtain Insurance Policy immediately after award of contract. FCIL will reimburse the premium paid @2.47% of basic wages for the contract period.
- 8.3 The Contractor shall be absolutely responsible for the payment of wages before 7<sup>th</sup> of each month as per wage formula promulgated by the CLC on minimum wages.
- 8.4 It is the responsibility of the contractor to arrange for necessary safety appliances, such as safety shoes, helmets etc., for his workmen.
- 8.5 The Contractor will obtain Labour License from Labour Department within 15 days of the execution of the Contract.
- 8.6 The Contractor shall ensure that the personnel on duty should carry proper photo identity card. The personnel shall not take any alcohol or intoxicants and smoke during duty hours.
- 8.7 The personnel engaged provided by the Contractor should be medically fit, mentally sound and possess good physique and not be suffering from any contagious / major diseases.
- 8.8 The Contractor will submit the monthly bill along with proof of deposits of statutory dues by 1<sup>st</sup> week of every month. Payment shall be reimbursed after verification and certification after making statutory deductions,.
- 8.9 The Contractor shall have to execute an Agreement on Non-judicial stamp paper of worth `100/- (Rupees one hundred only) at their own cost, within a period of 7 days from the date of receipt of the Work Order.
- 8.10 Contractor shall be responsible for complying with all the Govt. Rules and Regulations including working conditions / hours of the personnel deployed by them. Contractor has to maintain proper records as per statutory rules of the respective Govt. of the State as applicable. Contractor will abide by general direction and conditions for engagement of contract labour by the contractor prescribed under various laws in respective Unit which will form a part of contract.
- 8.11 The contractor shall abide by the General Directions & Conditions of Contract (GDCC) and Labour Health Regulation which forms part of this NIT. The Contractor shall abide by all Labour Laws in vogue like Contract Labour (Regulation & Abolition) Act, W.C. Act etc.



9.0 PROVIDENT FUND;

9.1 The Contractor shall have to get itself registered with the E.P.F. Organisation (Regional P. F. Commissioner, Gorakhpur) under Employees' Provident Funds and Misc. Provisions Act and produce a copy of certificate of the same.

9.2 The Contractor shall recover the EPF contribution @ 12% of wages (Basic + DA) from their personnel and deposit the same with the EPF Organisation along with matching contribution from their side in accordance with the provisions in the relevant Act / Rules, copy of the relevant deposit certificate is to be attached alongwith the bill raised. The amount paid by the Contractor shall be reimbursed after production of EPF receipt / challan.

10.0 ACCOMMODATIONS & MOVEMENT:

10.1 FCIL, Gorakhpur Unit shall not provide any accommodation for Contractor's staff.

12.0 STATUTORY PROVISIONS:

12.1 The Contractor shall have to issue Attendance Card as per the provisions of Contract Labour (R & A) Act to their each and every personnel incorporating therein that "their services are liable for termination without assigning any reason". The same may be incorporated in the Employment Card.

12.2 The Contractor shall maintain Register for their personnel as provided in the Factory Act, 1948. U.P. Factory Rules 1950, Minimum Wages Act 1948 and other applicable rules as modified and is applicable in the State of U.P.

13.0 SAFETY AND WELFARE OF CONTRACT PERSONNEL:

13.1 The Contractor will be solely responsible for the safety and security of the personnel engaged by them under this contract. All safety measures are to be taken by the Contractor before starting the job to avoid any accident and mishappenings.

13.2 The Contractor shall provide necessary safety appliances and protective clothing to their personnel/workmen at their own cost.

13.3 The Contractor shall have to comply with and discharge all obligations/liabilities under various Labour Laws, Workmen Compensation Act/Employees State Insurance Act/Employees Provident Fund Act, Payment of Minimum Wages Act, Contract Labour (R & A) Act etc. or any modification thereof or under any other State/Union legislation in respect of their employees/workers engaged by them in performance of his obligation under this contract. If any such dues payable by the Contractor are not paid in time, the FCIL Gorakhpur Unit at its sole discretion may arrange to pay such dues initially and shall have the right to recover all such payments from the pending bills or sum due thereafter.

14.0 SUPERVISION OF WORK:

14.1 The contract shall be executed under the Contractor's own supervision. The Contractor shall have to be present at the work place either personally or through his authorized representative every day during working hours to supervise and control his work force as per the requirement.

15.0 ADMINISTRATIVE CONTROL:

15.1 The personnel deployed by the Contractor will be under the local administrative control of his one supervisor duly and specifically designated for the purpose by the competent authority of the FCIL, Gorakhpur Unit and it shall be the responsibility of such officer to get the standing orders for duties formulated in consultation with the FCIL and to get prescribed duties performed according to standing orders.

16.0 PENALTY:

16.1 The Contractor shall be fully responsible for correct execution of the work in accordance with the FCIL, Gorakhpur Unit progressively. In case of non-performance/under performance of the job, suitable deduction will be made from its bills.

16.2 In case of any loss or damage caused to the property of the FCIL, where complicity of the Contractor's security personnel is suspected, the FCIL Gorakhpur Unit shall conduct an enquiry and made its findings known to him. The Contractor shall be liable to make payment to the FCIL, Gorakhpur Unit the compensation as determined by the FCIL, Gorakhpur Unit within fifteen days of the decisions so communicated to him.

17.0 AMENDMENT/SUSPENSION/TERMINATION OF THE CONTRACT:

17.1 The FCIL, Gorakhpur Unit reserves the right to Change the scope of work on mutual consent / Modify the scope of work to similar nature of job without assigning any reason / Suspend the job at any stage for any length of time without assigning any reason.

17.2 FCIL, Gorakhpur Unit also reserves the right to Change the quantum of work / amend / revise / modify / reduce / split / terminate the contract without assigning reasons.

17.3 However, the Contractor shall have to give 3 (three) months notice to FCIL for termination of the contract.

18.0 SETTLEMENT OF DISPUTE:

18.1 Amicable efforts should be made to settle the claim, if any by direct negotiation with In-charge Admn., FCIL, Gorakhpur Unit. In case the same is not settled, all disputes and differences whatsoever arising between the parties out of or relating to the meaning and operation of effect of this contract or the breach thereof shall be referred to the In-charge, FCIL, Gorakhpur Unit / Advisor (C.O.), FCIL, Corporate Office, Noida for arbitration and the award made in pursuance thereof shall be binding on the parties.

18.2 SUBJECT to as aforesaid the provision of Arbitration & Conciliation Act, 1966 or any statutory modification or reenactment or rules made there under shall apply to the Arbitration proceeding under this clause.

18.3 No objection shall be made to the appointment of the above arbitration on the ground of any of them being an officer of the FCIL, Gorakhpur Unit and/or had at any time dealt the matter in dispute or difference and/or expressed any views thereon.

19.0 JURISDICTION OF COURT:

19.1 The contract shall be deemed to have been entered into at Gorakhpur and all cause of action in relation to this contract will, therefore, be deemed to have arisen only within the jurisdiction of Gorakhpur Court in the Gorakhpur District in Uttar Pradesh State.

20.0 OTHERS:

20.1 The Tenders shall be submitted in two separate sealed envelopes tagged together. Both envelopes shall be put in one envelope and sealed. Tender Name, NIT Ref. No., Date of opening of tender, Name of Tenderer, shall be super-scribed on all three envelopes.

ENVELOPE - I shall be marked "ENVELOPE – 'A' COMMERCIAL BID" and shall contain following documents :

1. Tender documents (other than format of rate schedule) duly signed on each page by the tenderer in token of acceptance of the terms and conditions included in the document.
2. Photo copy of valid labour licence
3. Income Tax Clearance Certificate for Last three years.
4. Photo Copy of PAN CARD.
5. Receipt of Earnest Money Deposit (EMD).
6. PF Code, if available

with the tender failing which the tender will be rejected

ENVELOPE – II shall be marked “ENVELOPE – ‘B’ PRICE BID” and shall contain the priced format for the rate schedule after detaching the same from this tender document, duly filled in and signed by the tenderer under his seal on each page.

ENVELOPE – II shall be opened only when documents of ENVELOPE –I are found in order. The discretion of the FCIL, Gorakhpur Unit shall be final in this regard and no claim whatsoever shall be entertained.

20.2 The Tenderer should have been working with Govt./Semi Govt./Reputed organization and should submit the completion certificate for similar type of jobs executed with a contract value not less than Two Lakhs during last one year.

21.0 GENERAL :- The General Directions and Conditions of Contract (GDCC), Special Conditions of Contract, Notice Inviting Tender, and notifications issued by the Government Authorities from time to time, etc., shall form part of the contract.

(ATINDRA NATH TIWARI)  
IN-CHARGE GORAKHPUR

THE FERTILIZER CORPORATION OF INDIA LTD  
GORAKHPUR UNIT : GORAKHPUR

SPECIAL CONDITIONS OF CONTRACT

- 1.0 Compliance of GDCC
- 1.1 Conditions and instructions mentioned in GDCC are required to be followed, unless otherwise deviated in the rate contract/ work order/ NIT or in technical conditions. If there is any conflict or difference in the interpretation of condition stipulated in any of the document, the reading and interpretation of the conditions as stated in work order/ NIT. Technical conditions and/ or in special conditions shall prevail.
- 1.2 Contractor shall take special note of the following clauses of GDCC and shall ensure compliance:-
- |                                      |   |                                   |
|--------------------------------------|---|-----------------------------------|
| Abolition of contract labour by Govt | : | Clause 51 (d)                     |
| Contractor's Labour Regulations      | : | Clause 65                         |
| sub-clause (b)                       | : | Antecedents of workers            |
| sub-clause (d)                       | : | Payment of wages                  |
| sub-clause (h)                       | : | Provident Fund benefits to labour |
| Model Rules of Labour Welfare        | : | Clause 66                         |
| Safety code                          | : | Clause 67                         |
- The contractor shall ensure compliance of all safety regulations. The contractor shall commence the work only after obtaining Safety work permit/ entry permit/ clearance in writing from the Engineer-in-charge of FCIL . The safety instructions issued from time to time shall also be observed strictly.
- Provision of workmen's Compensation Act: Clause 68
- Contractor's liability and group insurance: Clause 71
- Contractor to fulfil all legal obligations and statutory requirements: Clause 87
2. Wage Deposit:(Applicable in case of labour supply contracts)  
The contractor has to deposit with FCIL an amount equal to one month wage of the workers in advance on receipt of the work order. The contractor has the option of submitting Bank Guarantee against wage deposit. Whenever there is likely hood of delay in payment of wages by the contractor, this amount will be released by corporation for making payment to the workers. The same amount will be deducted from the contractor's bills and will be kept as an advance. The wage deposit will not carry any interest.
3. Labour Licence: The contractor should obtain Licence before commencement of the work RLC (central)/ ALC (Central) for work being awarded to him in terms of Section 12 of Contract Labour (R&A) Act. Non-compliance of this may lead to termination of contract.
4. Agreement: Contractor is required to execute Contract Agreement in non-judicial stamp paper as per clause 28 of GDCC.
5. Security Deposit: After award of the work order, the contractor will be required to pay security deposit which will be 10% of the contract value. The options given in clause 10 of GDCC as regard to payment of Security deposit are also acceptable. Alternatively an equivalent amount will be recovered from the contractor's running bills upto 10% value of the contract/ job executed whichever is higher. Security Deposit amount will be retained with FCIL till the end of workmanship guarantee period / issue of completion certificate.
- 6.0 Suspension/ termination of contract
- 6.1 FCIL deserves the right to :-  
Change the scope of work on mutual consent  
Modify the scope of work to similar nature of job without assigning any reason.

- Suspend the job at any stage for any length of time without assigning any reason.  
Change the quantum of work/ amend / revise / modify / reduce / split / terminate the contract without assigning reasons.
- 6.2 No claim from the contractor, what-so-ever, will be entertained by FCIL nor will become tenable if FCIL exercises its right under clause 6.1 above.
  7. Age restriction: The labour engaged by the contractor should neither be less than 18 years of age nor be more than 57 years as on date of commencement of work. The proof of age is to be furnished by the contractor on demand.
  8. Supervision of work:: Supervision of work shall be by the contractor or his supervisor or his representative only.
  9. PF liability: Contractor shall submit PF liability Statements for the labour engaged by him for the previous month by 5th of the following month. Failure on the part of the contractor to submit the PFL statements, the bills will not be processed.
  10. Schedule of Rates: The rates in quotation/ Rate contract/ work order shall be inclusive of all over heads, taxes, risks, liabilities obligation, temporary constructions etc., and free from escalation of any kind. The rates shall be firm and valid till the completion of contract.
  - 11.0 Materials
  - 11.1 FCIL shall arrange to provide electricity and water free of cost for the job. Connections will be given at one point by FCIL. Any further distribution, if required, shall be arranged by the contractor with his own materials, The contractor has to use his own switch board for any electric connection from the source.
  - 11.2 Any auxiliary arrangement, temporarily required for the progress shall be the responsibility of the contractor.
  - 11.3 Unless otherwise specified in the work order/ NIT, contractor has to arrange supply of man-power, tools, tackles, safety devices and consumable like welding electrodes, industrial gases, grinding wheels etc., as required for the job at his cost.
  - 11.4 Tools and plants like crane, lifting and construction equipment etc. hired by FCIL to the contractor with hire charges for a minimum period of 4 hrs. either working or idle. Fuel, oil or power charges will be charged only on actual working period and the hire charges on min 4 hrs. In case of hiring crawler cranes, FCI shall arrange to position them at convenient location in the plant and the period for the purpose of hire charges will be reckoned from the time of taking over from that location by the contractor.
  12. Time schedule: On receipt of the work order the contractor in consultation with FCIL engineer-in-charge shall chalk out detailed time bound programme with particulars of resources such as manpower, material, equipment, tools, tackles etc., proposed to be earmarked for the execution of the job, This shall be submitted to FCIL within the reasonable time as indicated by FCIL Engineer-in-charge . The contractor shall mobilise the work force and arrange resources in the appropriate time so as to adhere strictly to FCIL's stipulated time schedule. Any delay in the time schedule may attract penalty as per clause 30 of GDCC.
  13. Jurisdiction of Court: The contract shall deemed to have been entered at Gorakhpur / Fertilizer Factory and all causes of action in relation to contract will therefore be deemed to have arisen within the jurisdiction of the Gorakhpur Court of Gorakhpur Dist.

....

THE FERTILIZER CORPORATION OF INDIA LIMITED  
GORAKHPUR UNIT : GORAKHPUR  
// NOT TRANSFERABLE //

**TENDER FORM-I**

(to be filled in by tenderer and enclosed in bid envelope-1)  
Tender document No. GP/Admn/Cont/2019/01

Name of the contract: Providing assistance of Highly-skilled, Skilled, Semi-skilled and Un-skilled work force for day-to-day Technical and Non-technical jobs in F C I L, Gorakhpur Unit.

Tender document issued by \_\_\_\_\_ To whom issued \_\_\_\_\_

(Signature & Stamp)

I/we hereby tender for the execution of the work of "Providing assistance of Highly-skilled, Skilled, Semi-skilled and Un-skilled work force for day-to-day Technical and Non-technical jobs in F C I L, Gorakhpur Unit" to be executed with the time specified i.e. one year w.e.f. 01.07.2019 in all respects in accordance with the scope, instructions, terms and conditions referred to in all documents of the "Tender Document" so far as applicable, duly signed and returned with their tender form and at the rates specified as per the schedule of rates in Tender Form - II.

Should this tender be accepted, I/we hereby agree to abide by and fulfil all the terms and provision of the conditions contained in all documents (excepting deviation if any specified by us separately) of the "Tender document" (viz. Scope of work and Technical conditions, General Directions & Conditions of contract, Special conditions etc.) which have been read by me/us so far as applicable or in default thereof to forfeit and pay to the corporation or their successors or assigns the sums of money mentioned in the said conditions.

E.M.D: Receipt No. \_\_\_\_\_ Dt \_\_\_\_\_ for a Sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only deposited in Accounts Department, The Fertilizer Corporation of India Ltd., Gorakhpur Unit as Earnest money is enclosed.

The full value of the EMD is to be absolutely forfeited to the Corporation or their successors or assigns without prejudice to any other rights or remedies of the said corporation or their successors or assigns should I/we fail to commence the work within specified periods.

Signature of the Tenderer  
with Date & Rubber Stamp

**Address**

Residential

Office

Mailing

THE FERTILIZER CORPORATION OF INDIA LIMITED  
(GORAKHPUR UNIT: GORAKHPUR)

TENDER FORM - II  
PRICE BID

(To be filled in by the tenderer and enclosed in ENVELOPE - II.)

Date of tender opening :20.06.2019

Name of the contract: "Providing assistance of Skilled, Drivers (Skilled), Semi-skilled and Un-skilled work force for day-to-day Technical and Non-technical jobs in The Fertilizer Corporation of India Limited, Gorakhpur Unit".

Tender Document issued by

Tender Document No.GP/Admn./Cont/2019/01

To whom issued:

(Signature and stamp)

We hereby tender for execution of the job of "Providing assistance of Skilled, Drivers (Skilled), Semi-skilled and Un-skilled work force for day-to-day Technical and Non-technical jobs in F C I L, Gorakhpur Unit" in all respects as per the scope of work, terms and conditions of the tender document as agreed in Tender Form I at the rates specified here under:-

**SCHEDULE OF RATES**

S.No.	Particulars	Mandays	Minimum Wage (in Rupees)	Remarks
1	Skilled	78	645.00	
2	Driver for driving company's vehicles	26	645.00	
3	Semi-skilled	26	551.00	
4	Un-Skilled	104	487.00	

Percentage of Contractor's commission to be filled by contractor:-

(In Figure).....

(In Words).....

(Signature of the Tenderer with date)

Name.....

Address.....

.....

SEAL

↓



THE FERTILIZER CORPORATION OF INDIA LIMITED  
GORAKHPUR UNIT : GORAKHPUR

INFORMATION TO TENDERER

- 1.1 Sealed tenders in DUPLICATE are to be dropped in the tender box kept in the office of the Authority issuing the tender for the job in the Area/ Department of THE FERTILIZER CORPORATION OF INDIA LIMITED, GORAKHPUR UNIT, Fertilizer Factory - 273007, Gorakhpur Dist., UP before the due date and time of submission of tender.
- 1.2.1 The tenders are to be submitted in TWO SEPARATE SEALED ENVELOPES tagged together as follows with superscription of tender document number, name of the work, date of opening and envelope number on the envelope :-

Envelope designation

Documents to be enclosed.

1. EMD and Technical & commercial bid Tender form I along with all tender document papers except Tender Form II duly signed in every page

2. Price bid Tender Form II

1.3 The tenders will be opened in the office of the Authority issuing tenders in the presence of tenderers who wish to be present at the time and date specified in the Tender document or on subsequent date as may be communicated to the tenderer.

2.0 Tenders shall accompany all documents as required as per the tender terms

3.0 The tenderer should sign at the right hand bottom portion on each page of all the documents comprising the tender document in token of having read and accepted all the conditions and submit alongwith "Tender form-I".

4.0 If the tenderer likes to take deviation to any clause(s) of the tender document or its enclosures, the same shall be listed clause wise for the consideration of FCI. In case no deviation is pointed out by the tenderer it shall be taken for granted that all the clauses of the Tender document and enclosures are acceptable to the tenderer. However, no deviation will be allowed to certain stipulations in the Tender document such as Safety code, Labour Regulations, Statutory Laws, Maintenance of Quality of work, contract period etc., etc.

5.0 Special attention of the tenderer is invited to the following clauses of GDCC for better understanding of the conditions of the contract before submission of offers.

Clause 9 : Sufficiency of Tender:

Clause 10 : EMD

DD shall be drawn in favour of The Fertilizer Corporation of India Limited, payable at State Bank of Patiala, Noida Branch (code No.50324)

Refund of Earnest Money Deposited by the tenderer will normally be made to the unsuccessful tenderers within 6 months of opening of tenders during which period, the deposit will not earn any interest.

contd.....p2/..

- Clause 16 : In-complete tender papers
- Clause 17 : Tenderer to study tender document carefully
- Clause 20 : of GDCC: Tender by other than individuals.
- Clause 22 : Tenderer to quote both in figures and words, and to attest corrections if any.
- Clause 24 : Declaration of Tenderer's relation with FCI.
- Clause 25 : FCI not to assign any reason for rejection of tender. The issue of tender document will not automatically mean that the bidder is considered qualified for award of work.
- Clause 26 : Tenders Liable for Rejection: Tenders without EMD will not be considered. Any sort of conditional offer in the price bid in tender form II (or) the tender in any other form will not be considered.

Clause 27: Tenderer bound by his quotation

- 6.0 Tenderer must give his postal address as well as residential address of himself or his authorised Chief Executive or an Agent in the tender at the proper place.
- 7.0 The tenders shall be filled in English.
- 8.0 Tender document is not transferable

F C I L GORAKHPUR UNIT		INFORMATION TO TENDERER		SH 1 OF 2	
1.1	Sealed tenders in DUPLICATE are to be dropped in the tender box kept in the office of the Authority issuing the tender for the job in the Area/ Department of THE FERTILIZER CORPORATION OF INDIA LIMITED, GORAKHPUR UNIT, Fertilizer Factory - 273007, Gorakhpur Dist., UP before the due date and time of submission of tender.				
1.2.1	The tenders are to be submitted in TWO SEPARATE SEALED ENVELOPES tagged together as follows with superscription of tender document number, name of the work, date of opening and envelope number on the envelope :-				
	Envelope designation	:	Documents to be enclosed.		
1.	EMD and Technical & commercial bid	:	Tender form I along with all tender document papers except Tender Form II duly signed in every page		
2.	Price bid	:	Tender Form II		
1.3	The tenders will be opened in the office of the Authority issuing tenders in the presence of tenderers who wish to be present at the time and date specified in the Tender document or on subsequent date as may be communicated to the tenderer.				
2.0	Tenders shall accompany all documents as required as per the tender terms				
3.0	The tenderer should sign at the right hand bottom portion on each page of all the documents comprising the tender document in token of having read and accepted all the conditions and submit alongwith "Tender form-I".				
4.0	If the tenderer likes to take deviation to any clause(s) of the tender document or its enclosures, the same shall be listed clause wise for the consideration of FCI. In case no deviation is pointed out by the tenderer it shall be taken for granted that all the clauses of the Tender document and enclosures are acceptable to the tenderer. However, no deviation will be allowed to certain stipulations in the Tender document such as Safety code, Labour Regulations, Statutory Laws, Maintenance of Quality of work, contract period etc., etc.				
5.0	Special attention of the tenderer is invited to the following clauses of GDCC for better understanding of the conditions of the contract before submission of offers.				
	Clause 9	:	Sufficiency of Tender		
	Clause 10	:	EMD		
		:	DD shall be drawn in favour of The Fertilizer Corporation of India Limited, payable at State Bank of Patiala, Noida Branch (code No.50324)		
		:	Refund of Earnest Money Deposited by the tenderer will normally be made to the unsuccessful tenderers within 6 months of opening of tenders during which period, the deposit will not earn any interest.		
	Clause 16	:	In-complete tender papers		
			contd.....p2/..		

	Clause 17	:	Tenderer to study tender document carefully
	Clause 20	:	of GDCC: Tender by other than individuals.
	Clause 22	:	Tenderer to quote both in figures and words, and to attest corrections if any.
	Clause 24	:	Declaration of Tenderer's relation with FCI.
	Clause 25	:	FCI not to assign any reason for rejection of tender. The issue of tender document will not automatically mean that the bidder is considered qualified for award of work.
	Clause 26	:	Tenders Liable for Rejection: Tenders without EMD will not be considered. Any sort of conditional offer in the price bid in tender form II (or) the tender in any other form will not be considered.
	Clause 27	:	Tenderer bound by his quotation
6.0	Tenderer must give his postal address as well as residential address of himself or his authorised Chief Executive or an Agent in the tender at the proper place.		
7.0	The tenders shall be filled in English.		
8.0	Tender document is not transferable		

THE FERTILIZER CORPORATION OF INDIA LIMITED

GORAKHPUR UNIT : GORAKHPUR

INFORMATION TO TENDERER

- 1.1 Sealed tenders in DUPLICATE are to be dropped in the tender box kept in the office of the Authority issuing the tender for the job in the Area/ Department of THE FERTILIZER CORPORATION OF INDIA LIMITED, GORAKHPUR UNIT, Fertilizer Factory - 273007, Gorakhpur Dist., UP before the due date and time of submission of tender.
- 1.2.1 The tenders are to be submitted in TWO SEPARATE SEALED ENVELOPES tagged together as follows with superscription of tender document number, name of the work, date of opening and envelope number on the envelope :-
- Envelope designation : Documents to be enclosed.
1. EMD and Technical & commercial bid : Tender form I along with all tender document papers except Tender Form II duly signed in every page
2. Price bid : Tender Form II
- 1.3 The tenders will be opened in the office of the Authority issuing tenders in the presence of tenderers who wish to be present at the time and date specified in the Tender document or on subsequent date as may be communicated to the tenderer.
- 2.0 Tenders shall accompany all documents as required as per the tender terms
- 3.0 The tenderer should sign at the right hand bottom portion on each page of all the documents comprising the tender document in token of having read and accepted all the conditions and submit alongwith "Tender form-I".
- 4.0 If the tenderer likes to take deviation to any clause(s) of the tender document or its enclosures, the same shall be listed clause wise for the consideration of FCI. In case no deviation is pointed out by the tenderer it shall be taken for granted that all the clauses of the Tender document and enclosures are acceptable to the tenderer. However, no deviation will be allowed to certain stipulations in the Tender document such as Safety code, Labour Regulations, Statutory Laws, Maintenance of Quality of work, contract period etc., etc.
- 5.0 Special attention of the tenderer is invited to the following clauses of GDCC for better understanding of the conditions of the contract before submission of offers.
- Clause 9 : Sufficiency of Tender
- Clause 10 : EMD
- : EMD will be deposited in cash section of The Fertilizer Corporation of India Limited, Gorakhpur Unit.
- : Refund of Earnest Money Deposited by the tenderer will normally be made to the unsuccessful tenderers within 6 months of opening of tenders during which period, the deposit will not earn any interest.

contd.....p2/..

- Clause 16 : In-complete tender papers
  - Clause 17 : Tenderer to study tender document carefully
  - Clause 20 : of GDCC: Tender by other than individuals.
  - Clause 22 : Tenderer to quote both in figures and words, and to attest corrections if any.
  - Clause 24 : Declaration of Tenderer's relation with FCI.
  - Clause 25 : FCI not to assign any reason for rejection of tender. The issue of tender document will not automatically mean that the bidder is considered qualified for award of work.
  - Clause 26 : Tenders Liable for Rejection: Tenders without EMD will not be considered. Any sort of conditional offer in the price bid in tender form II (or) the tender in any other form will not be considered.
  - Clause 27 : Tenderer bound by his quotation
- 6.0 Tenderer must give his postal address as well as residential address of himself or his authorised Chief Executive or an Agent in the tender at the proper place.
- 7.0 The tenders shall be filled in English.
- 8.0 Tender document is not transferable