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

Regd. Office:	**Regd. Office:**	**Please Reply with Ref.No.to:**
7 Institutional Area SCOPE Complex, Core-III, Lodhi Road, New Delhi-110003	PDIL Bhawan (5th Floor) A-14, Sector-1, Noida-201301 Dist. Gautam Budh Nagar (UP)	PO: Vikrampur Dist. Angul Odisha PIN: 759106

Ref No: FCIL/HSU/2026/159 **Dated: 27.10.2026**

NOTICE INVITING TENDER

Notice Inviting Tender for supply of Manpower in Highly Skilled, Skilled and Un-skilled Categories at FCIL- Talcher Unit.

Name of the Organization	:	The Fertilizer Corporation of India limited
Type of Organization	:	Public Sector Undertaking
Type of Ministry	:	Ministry of Chemicals and Fertilizers
Tender Ref. No.	:	**FCIL/HSU/2026/159**
Tender Title	:	Contract for supply of Manpower
Tender Value	:	**Rs.13, 75,641.36** (Rupees Thirteen Lakh Seventy five Thousand six hundred forty one & Paisa thirty six only (Inclusive of GST & Excluding service charges)
EMD	:	**Rs.16, 510.00**
Document Cost	:	**Rs.500.00**
Tender Type	:	Contract for supply of Manpower
Location	:	FCIL-Talcher Unit, Dist: Angul, Odisha.
Dt. of Publishing	:	**27.10.2026**
Dt. of sale of Tender Paper	:	**27.10.2026**
Last date for Submission of Tender Document	:	**3.00 P.M. on 16.11.2026**
Date-time and place of Opening:		**3.30 P.M**. on **16.11.2026** (in the Office of Sr. Consultant & Unit Incharge FCIL- Talcher Unit in the presence of Tenderers or their authorized representatives, who may like to be present.

Note **1**) In case the date of opening happens to be a holiday, the tender shall be opened on the next working day at the same time.
2) Bidders should sign the tender document on each page as token of acceptance & submit

For further Information Contact:

Name	:	U.D.Sati, Incharge (P&A)
E.mail	:	umaduttsati@gmail.com
Phone Office	:	0120-2530023
Address	:	PDIL Bhawan, (5th floor), A/14, Sector-1NOIDA-201301

01. Sealed Tenders are invited from resourceful & experienced contractors to undertake the job stated above.

02. Tender papers will be issued to those parties who will provide documentary evidence of experience of similar type of jobs executed in the past and having valid GST Registration Number as per GST Rules, Income Tax - PAN No. P.F.Registration Certificate , ESI registration as per rules. The tender documents can be taken from the office of the undersigned as per details given below on any working day between 10.00 AM to 12.00 noon and 2.00 PM to 5.00 PM. Tender Notification can also be downloaded from Central Public Procurement Portal (**website**: www.eprocure.gov.in/epublish/app) and search ID NO **2026_MCF_855332_1** or from FCIL Web Site: fertcorp.in. In such a case the tenderer has to submit A/c Payee Demand Draft Rs.500.00 drawn in favour The Fertilizer Corporation of India Limited, Talcher Unit, payable at SBI- TFT Branch (3312)/Cash (to be deposited in Finance Deptt) at FCIL, Talcher Unit, towards cost of tender document.

03. Qualifying requirements:

(a) Sealed Tenders are invited in the prescribed form from resourceful contractors for providing man-days in the Categories of Highly Skilled, Skilled and un-skilled.

(b) Deposit of Earnest Money of **Rs.16,510.00** through Banker`s Cheque/D.D. in favour of "The Fertilizer Corporation of India Limited, Talcher Unit" drawn on State Bank of India, Talcher Fertilizer Township Branch (Code: 3312).

(c) Copy of valid labour Licence for supply of manpower, if any, & copy of valid work order to be enclosed for manpower supply.

(d) GST Registration No. & ESI Registration Number & Provident Fund Code etc..

(e) Copy of PAN Card.

04. Submission of Tender: Sealed tenders superscribed as "Supply of Manpower in FCIL- Talcher Unit" shall be submitted in two sealed Envelope in the office of the undersigned by the due date on top right hand corner of the first sealed envelope will have clear superscription in bold letters " **"Part-I: TECHNO COMMERCIAL BID".** In a similar manner the other sealed envelope will have the superscription **"Part-II: PRICE Bid"** which will be opened subsequently in presence of the tenderers, if found technically suitable.

05. Tender paper will be rejected if the tenderer fails to produce necessary documents specified under the head "qualifying requirements" in Clause-3 above. Conditional tenders are liable to be rejected.

06. The FCIL, Talcher Unit reserves the right to reject any or all the tenders without assigning any reason thereof.

07. Site: Jobs are to be executed at FCIL-Talcher Unit, PO: Vikrampur-759106, Dist. Angul in the State of Odisha only.

08. Tender Forms can be taken directly from the undersigned on requisite payment basis by way of Demand Draft of **Rs.500/-** or downloaded from CPP Portal **(website**: www.eprocure.gov.in/epublish/app) and search ID No **2026_MCF_855332_1** or from FCIL **website:** fertcorp.in. In such a case the tenderer has to submit Account Payee Demand Draft of Rs.500/- drawn in favour "The Fertilizer Corporation of India Limited, Talcher Unit payable at SBI- TFT Branch (3312) or Cash (to be deposited in Finance Deptt) at FCIL Talcher Unit, towards cost of tender paper.

09. Bid received without EMD of requisite amount or EMD submitted is not in the requisite form are considered as non-responsive and shall be rejected. Also such bids will not be considered for further opening and evaluation of Part I and shoes bidders will not be allowed to attend the financial bid opening.

10. The L-1 Tenderer has to comply with GST regulations as per GST Act/Rules.

11. REFERS TO NOTE SPECIFICALLY:

(i) Submission of the Tender by the Tenderer implies that he has read and accepted the instruction, terms and condition for the contract etc. and made himself aware of the particulars of the works/jobs to be done, site conditions and other factors having bearing on execution of the work.

(ii) If the tenderer deliberately gives wrong information in his Tender to create circumstances for acceptance of his Tender, the FCIL reserves the right to reject such Tender at any stage.

(iii) Tender Documents are not transferable.

(iv) Not more than one Tender for the work shall be submitted by one contractor or one firm of contractors.

(v) All documents of the tender submitted shall bear full signature with date & seal of the Tenderer at the foot of every page on right hand corner.

(vi) Telegraphic/Telex/Fax offers shall not be entertained.

(vii) The tender should be written legibly and free from errors, over writing and corrections. Any corrections where unavoidable shall be made by crossing out and re-writing with dated signature.

(viii) Conditional tenders are liable to be rejected.

(ix) **"The price Bid quoting "Nil" consideration or "Zero" or its derivatives as service charge will be rejected summarily" i.e minimum of service should not be below 3.85%.**

(x) In case service charges quoted by two or more agency are same, L-1 will be decided by considering the Highest Amount of Valid works executed by the Bidders during last three years which is submitted by the Bidders in a separate sheet.

(xi) Service Charge quoted by the bidder shall be calculated at the time of issue of work order and fixed amount of services charges would be paid for the entire period of contract and extended period irrespective of the fact that the rates of wages are revised by the Central Govt. vide Gazette Notification.

PART-I : TECHNO-COMMERCIAL BID
TERMS AND CONDITIONS OF NIT

1. SCOPE OF WORK:
Supply of manpower in the categories of Highly Skilled, Skilled and Un-skilled at FCIL- Talcher Unit, Angul (Odisha)

2. VALIDITY OF WORK: The Contract will be valid for one year. No claim from the contractor will be entertained for any reduction/addition/omission in the scope of work and should be done as per actual requirement. However the rate so quoted shall be valid for one year from the date of issue of Letter of Intent/Work Order. The Contract can be extended for another one year on mutual consent with the same fixed service charge on satisfaction performance.

3. The Successful tenderer shall have to execute an Agreement on non-judicial stamp paper of Rs.100.00 with FCI Ltd. The stamp papers shall have to be arranged by the contractor.

4. ENGAGEMENT OF EXPERIENCED WORKERS: The contractor shall engage experienced Highly Skilled, Skilled & Un-skilled Manpower to achieve the desired quality of workmanship. The contractor shall employ/remove any Manpower as per the requirement and advice of FCIL Management only.

5. WORKERS REPORT: The contractor shall submit monthly report of the Manpower employed by him on this work in the manner as required by the Management.

6. 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, Employees Compensation Act, 1923 and ESI Act etc.

7. PROVISION FOR EMPLOYEES COMPENSATION ACT: The contractor shall indemnify the Principal Employer in respect of any payment made under Employees Compensation Act, 1923.

8. Besides the above, the contractor shall abide by the Central/State Government Labour Legislations & Laws/Rules from time to time.

9. FCIL shall not provide any accommodation to the successful tenderer or for their staff.

10. ESI COVERAGE: The contractor is required to take up coverage under ESI Act in respect of contract workers engaged by him against personal injury/fatal accident or diseases arising out of and in the course of engagement. A copy of the insurance coverage done by the contractor be submitted to FCIL as soon as the job is started. Actual amount expended for coverage under ESI Act will be reimbursed to the contractor on submission of proof for depositing the entitled amount to ESI Authorities on monthly basis for the manpower engaged.

11. DAMAGES TO PERSONS & PROPERTY:
The contractor shall take every practicable precaution not to damage or injure any property or person of the corporation including adjoining or other properties or any person. He shall (except if and so far as the specification provide otherwise) indemnify and keep indemnified the employees against all claims and injuries or damages to any person or any such property whatsoever including surface of other damage to land or crops on the site, which may arise out of or in consequence of any negligence of default on the part of the contractor or his agents, servants or representatives and against all claims, demands in respect of or in relation thereto.

12. FCIL reserves the right to terminate the contract at any time before expiry of the contract period without assigning any reason to the contractor for which no compensation will be paid.

13. The contractor shall maintain good behavior at all times both inside the factory and inside the township and the Management reserves the right to terminate the contract or to black list the contractor in the event of any failure on this account.

14. **UNILATERAL STOPPAGE OF WORK:** The contractor shall not stop the work in case of any dispute unless the nature of dispute is such that further progress of work has been rendered impossible. Unilateral stoppage of work by the contractor shall be considered as breach of contract and the FCIL reserves the right to take such action as it may deem fit keeping its interest paramount. In the event of the contractor failing to fulfill the obligations under the contract, FCIL has the right to get the work done at the contractor`s risk and cost.

15. **MODE OF PAYMENT:**

(a) The contractor shall submit every month a bill in triplicate for the amount payable to him under the contract for forwarding to accounts Department for payment.

(b) The contractor shall ensure at the time of submitting the monthly bill that the manpower engaged for doing work have been paid as per Central Government notified Basic Pay plus VDA. In addition to above, the contract workers have to be paid Provident Fund (12%), Bonus (8.33%,wherever applicable),ESI (3.25% wherever applicable) of the Basic Pay plus VDA by the contractor. For confirmation of actual payment, the payment register shall be produced to FCIL Management.

(c) In the event of downward revision of statutory minimum wages, the rates payable to the contractor will be suitably reduced.

16. The contractor shall submit the following statements with each monthly bills.

(a) Bill (in duplicate)
(b) Payment made to the workers through Bank before 7th of every month.
(c) Workers Attendance Register.
(d) Amount deposited for GST P.F. and E.S.I. and challans thereof.

17. **SECURITY DEPOSIT:** (a) Security Deposit @ 3% of the contract value shall be deposited by the successful bidder before starting the job. No interest shall be paid on the Security Deposit.

18. **INCOME TAX:** Income Tax shall be recovered as per rules.

19. **G.S.T.:** GST will be reimbursed as per rules.

20. **PROVIDENT FUND:** The successful Tenderer would deduct provident fund at the applicable rate (12%) as per rules and would deposit, along with Employer's share in the PF Accounts of the manpower deployed. The successful Tenderer would submit the provident fund code of his establishment

21. **JURISDICTION OF THE COURT:** This contract will be treated to have been entered into at Talcher and all causes of action in relation to the contract will therefore be deemed to have arisen within the jurisdiction of Talcher Court. The technical GDC except arbitration clause, if any, will form part of the contract.

22. **SETTLEMENT OF DISPUTES**: Efforts should be made to settle the disputes, if any, amicably by direct negotiations with the Officer-in-Charge. In case the same is not settled, all disputes and differences whatsoever arising between the out of or relating to the constructions, meaning and operation of effect of this contract or the breach thereof shall be referred to the Unit Incharge, FCI Ltd., Talcher Unit for arbitration and the award made in pursuance thereof shall be

binding on the parties. Subject to as aforesaid, the provisions of Arbitration and Conciliation Act, 1966 or any statutory modification or re-enactment or rules made thereunder shall apply to the Arbitration Proceedings under this clause.
No objection shall be made to the appointment of the above arbitrator or the ground of any of them being an officer of the Corporation and/or had at any time dealt with the matter in dispute or difference and/or expressed any views thereon.

23. **BREACH OF NIT/CONTRACT:** In case there is any breach of NIT or contract, FCIL shall be entitled to charge the interest on the delayed payment without prejudice to FCIL`s right to terminate the contract and charge damages

For & on behalf of
FCI Limited, Talcher Unit

(Irfan Ahmed)
Sr. Consultant & Unit In-Charge,

THE FERTILIZER CORPORATION OF INDIA LIMITED TALCHER UNIT
TENDER FORM
(TO BE FILLED IN BY THE TENDERER)
PRICE BID

SCHEDULE OF WORK FOR:

Supply of man-days in the categories of Highly Skilled, Skilled and Un-skilled jobs at FCIL- Talcher Unit, Vikrampur, Odisha

Sl. No	Description	Un-skilled mandays (Rs)	Skilled Mandays (Rs)	Highly Skilled
01	Basic Pay+ VDA	565.00	794.00	933.00
02	PF @ 12% of Basic Pay + DA subject to a celling of Rs.25000/-)	67.80	95.28	111.96
03	ESI @ 3.25% subject to a Celling of pay (Basic Pay & VDA) Rs.21,000/-	18.36	25.81	0.00
04	Minimum Bonus @8.33% of BP& VDA subject a maximum of pay of Rs.21,000/-which means on getting pay of more than Rs.21,000/-, The individual will not get Bonus	47.07	66.14	0.00
05	EDLI @ 0.5% BP +VDA subject to a ceiling of pay of Rs.25,000/-	2.83	3.97	4.67
06	Admn. Charges @ 0.5% BP +VDA subject to a ceiling of pay of Rs.25,000/-	2.83	3.97	4.67
	Total Rate per day per person.	**703.89**	**989.17**	**1054.30**
	Service charge of Contractor should not be less than 3.85% of the contract value and it should be quoted in absolute figure which will remain fixed throughout the contract period irrespective of the increase in wages of the manpower.			

Signature of the Contractor
Name:
Address:
Date:
Mobile No
Seal

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

TENDER DOCUMENT
For
PROVIDING MANPOWER SERVICES ON OUTSOURCING BASIS

NIT NO. FCIL/HSU/2026/159

TENDER INFORMATION

The information requested below should be uploaded with a copy of various documents

1. Name of the Tendering Service Provider/Firm/ Agency ----------

2. Address of Tenderer ----------

Tel/Mobile No----------

Fax No. ----------

Email ----------

3. Status of firm/Company
i. Registration No. /Date of the Firm/Company. ----------

ii. Partnership Deed/Members list in case of Co-operative Society/ List of Directors in case of Company **(Self attested Photo copy to be enclosed)** ----------

iii. Annual Turnover in last three years ----------

(Proof to be enclosed) (Annexure III)

iv. **PAN No**. (Attach Photo copy) ----------

v. **GST No.** (Attach Photo copy) ----------

vi. **EPF** Registration No. (Attach Photo copy) ----------

vii. **ESI** Registration No. (Attach Photo copy) ----------

4. Name and Address of two persons of responsible status of a Govt./ Govt. Undertaking / Local Body to whom reference can be made regarding firm's experience and performance. ----------
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5. Registration certificate under Contract Labour (R&A)Act,1970 ----------

6. Information regarding experience in executing work of similar nature supported by Work Order and completion certificate in **(Annexure-I)** and the details of the jobs in hand **(Annexure-II)** ----------

7. Affidavit stating that the service provider has not defaulted in payment of EPS/ESI/GST/Income Tax and all statutory dues. **(Affidavit to be enclosed)** ----------

8. Name of the Bank, Branch, IFSC Code, and A/c No. of the bidder. ----------

9. DD of Earnest Money should reach FCIL-Talcher Unit on or before opening of technical bid. ----------

10. Integrity pact duly sealed and signed by the authorized signatory and witnesses should reach Talcher Unit, Angul on or before opening of technical bid. ----------

11. Tender Acceptance Letter duly sealed and signed by authorized signatory as token of acceptance of FCIL all Terms & Conditions of this tender. ----------

Place: _____ Date_____

SIGNATURE WITH SEAL
Authorized Signatory and Name

THE FERTILIZER CORPORATION OF INDIA LIMITED
(A Govt. of India Undertaking)
Talcher Unit, Angul

NOTICE INVITING TENDERS

NIT NO. FCIL/HSU/2026/159

Tenders under single stage two Bid systems are invited online from the registered Service Providers/Agencies/Parties/Firms/Co-operative societies having sufficient experience and technical capability for the similar jobs in the name & style of the tenderer. The Contractor or his authorized representative would be present at the work site to supervise and control the personnel deployed by him to ensure that the job is carried out as per job specifications.

Job No.	Manpower to be Provided at	Description	Period	No of Manpower	Estimated Cost (including GST (Rs)	Earnest Money (Rs)
1.	Fertilizer Corporation of India Limited, Talcher Unit , PO- Vikrampur, Dist-Angul, Odisha 759106	Manpower deployment at FCIL-Talcher Unit	One year	04 Per Year	13,75,641.36	16,510.00

The payment in respect of EMD should be made through DD drawn in favour of **Fertilizer Corporation of India Limited payable at Talcher on** any Nationalized Bank and to be sent at the above address **so as to reach before** opening of the Technical bid otherwise the tender will not be opened. EMD along with integrity pact should reach in up-line mode to FCIL- Talcher before due date and time of opening of Technical Bids.

FCIL assumes no responsibility for any delay in receipt of the same**. NIT number should be clearly written on the top of the envelope of EMD.** The participation and submission of offer against this NIT by Cooperative Society/Individual/firm is subject to fulfillment of eligibility criteria mentioned in this tender.

1. If the date of opening of `Technical Bid' & `Price Bid' happens to be holiday/Sunday, the same will be opened on the next working day.

FCIL reserves the right to accept/reject or cancel in full or any part thereof of the tender or all the tenders without assigning any reason & shall bear no liability whatsoever consequent upon such a decision.
These jobs are for a period of one year and if necessary extendable for a further period of one year on satisfaction performance.

Service Provider will have to provide the manpower for various jobs. Full details can be seen/downloaded from CPP Portal/FCIL website as per the schedule as given in CRITICAL DATE SHEET as under:-

CRITICAL DATE SHEET

Publish Date	**27.10.2026**
Bid Document Download Start Date	**27.10.2026**
Clarification Start Date	**27.10.2026**
Bid Submission Start Date	**27.10.2026**
Clarification End Date	**1.00 P.M. on 16.11.2026**
Bid Submission Closing Date	**3.00 P.M. on 16.11.2026**
Bid Opening Date	**3.30 P.M. on 16.11.2026**

-12-

ELIGIBILITY CRITERIA

Only those tenderers shall be considered eligible who fulfill the following Eligibility Criteria subject to submission of EMD and NSIC/MSME registration certificate along with Integrity Pact (on A4 Size Plain Paper) duly sealed and signed by authorized signatory and witnesses, before scheduled tender opening time.

(A) Technical Eligibility Criteria:-

(I) Experience of having successfully completed similar works during last 3 years ending last day of month previous to the one in which applications are invited should be either of the following:-

(i) Three similar completed works costing not less than the amount equal to 40 % of the estimated cost.

Or

(ii) Two similar completed works costing not less than the amount equal to 50% of the estimated cost.

Or

(iii) One similar completed work costing not less than the amount equal to 80% of the estimated cost.

(II) Similar work is defined as providing manpower services in any State/ Central Govt. department/Public Sector Undertaking/Semi Govt. offices of India.

(B) Financial Soundness:-

Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost.

(C) Common Criteria:-

a) Registration certificate of Firm/Partnership Firm/Co-operative society.

b) PAN No. with proof

c) Latest Income Tax Return / Income Tax Clearance Certificate

d) Registration Certificate under GST.

e) Self declaration of not being black listed by any PSU/Central Govt,/any State Govt,.

f) EPF and ESI Registration Certificate

g) Letter of acceptance having read all the terms and conditions and GDCC duly signed by authorized signatory duly affixing the seal.

h) Affidavit stating that the service provider has not defaulted in payment of EPS/ESI/GST/Income Tax and all statutory dues.

(D) Documents to be submitted:-

a) The documents, duly signed and sealed by the authorized signatory, in proof of the above mentioned items shall be submitted along with the tender.

b) Integrity pact duly sealed and signed by the authorized signatory and witnesses should be submitted along with EMD or NSIC/MSME certificate which should be reached on offline mode to above address before scheduled opening of the technical bid.

(E) The following tenderers are not eligible:-

a) If Integrity pact, EMD or NSIC/MSME certificate and cost of tender document (if applicable) not submitted, well in advance of scheduled opening of tender.

b) The tenderers who have debarred as per clause no. 131 of the General Directions and Conditions of Contract (GDCC).

(F) Exclusions:-

a) FCIL reserves the right to assess the capacity and capability of the tenderers for carrying out the tendered job in view of the other contracts in their hand. The offers of such parties, who are having more jobs in their hand in comparison to their capacities, may not be considered.

IMPORTANT: -

Before uploading the Technical Bid and Price Bid, tenderer should check that they have filled in the Technical Bid and Price Bid proforma and its Annexure I, II and III properly including scanned copies of DD with technical bid. **Only further clarifications of submitted documents if required by Tender Committee may be asked from the tenderers. Therefore, tenderers should study the tender documents thoroughly and furnish all required details in the Technical Bid.**

ANNEXURE- I

NIT NO. FCIL/HSU/2026/159

PARTICULARS OF EXPERIENCE OF EXECUTING SIMILAR JOB BY THE TENDERER.

Sl. No.	Name & Address of Service Provider	Description of Work	Period of Contract		No. of Personnel		Value of Work	
			From	To	As per Work Order	Actual	As per Tender	Actual

PLACE SIGNATURE OF TENDERER WITH SEAL

DATE:

(Attached extra sheets, if required)

Note: All the columns should be filled-in properly, otherwise tender may not be considered. Copy of proof of experience (Work order copy along with job completion certificate showing value of the job completed) should be enclosed with the tender documents.

ANNEXURE – II

NIT NO. FCIL/HSU/2026/159

PARTICULARS OF JOBS IN HAND

S.No.	Name & Address of Service Provider	Description of Work	Period Of Contract	No. of Personnel	Value of work

PLACE SIGNATURE OF TENDERER WITH SEAL

DATE:

(Attached extra sheets, if required)

Note: All the columns should be filled in properly otherwise tender may not be considered. Copy of job in hand (Work order copy) should be enclosed with the tender documents.

ANNEXURE – III

NIT NO. FCIL/HSU/2026/159

ANNUAL TURN OVER OF THE TENDERER FOR LAST THREE YEARS

Year	Turn Over Rs.	Remarks
2025-26		
2024-25		
2023-24		

Note: Proof of the above figures shall be submitted along with copy of ITR and turnover details/CA certificate for above three years.

Date:

Place:

SIGNATURE OF TENDERER WITH SEAL

NIT NO- FCIL/HSU/2026/159

SCOPE OF WORK.

The Agency shall provide Manpower at FCIL- Talcher or at any place at the discretion of the FCIL management by deploying adequately trained and well-disciplined personnel with requisite qualifications in respect of the following categories. Brief description of the scope of work mentioned against each category.

Table-1

SHOWING DETAILS OF JOB TO BE OUTSOURCED

Sl. No	Category	Description	Minimum Educational Qualification	Scope of work	No of post	Place of deployment
01	Highly Skilled	Any Job in the Office of the Estate Officer and Liaison with External Agencies	Post Graduate	Any Job in the Office of the Estate Officer and Liaison with External Agencies	01	FCIL-Talcher
02	Skilled	For Official Clerical Jobs, Record Keeping, Typing & other allied job . settlement of pension etc. To look after General Demarcation of FCIL Land along with Revenue Inspector of TFL , Field measurement and jobs relating to Post Office, Bank, Courior and Revenue Office & co-ordinating with TFL for Elect & Civil . Maintenance jobs.	Matric with typing and computer knowledge and HR experience Experience at the level of Project Engr.	For Official Clerical Jobs, Record Keeping, Typing & other allied jobs. settlement of pension etc. To look after General Demarcation of FCIL Land along with Revenue Inspector of TFL , Field measurement and jobs relating to Post Office, Bank, Courior and Revenue Office & co-ordinating with TFL for Elect & Civil . Maintenance jobs.	02	FCIL-Talcher
03	Un-skilled	Cleaning & Messenger job	Healthy & Laborious	Cleaning & Messenger job	01	FCIL-Talcher

MINIMUM WAGES

Manpower provided shall not be paid less than the rate prescribed vide Central Government Notification no. 6/1/2026-VDA dated 30.09.2026 (Table given below) and amendments made from time to time under the Minimum Wages Act,1948 w.e.f. 01.10.2026.

Table-2
Rate of minimum Wages of Employees on various Heads

Sl. No	Description	Un-skilled mandays (Rs)	Skilled Mandays (Rs)	Highly Skilled
01	Basic Pay+ VDA	565.00	794.00	933.00
02	PF @ 12% of Basic Pay + DA subject to a celling of Rs.25000/-)	67.80	95.28	111.96
03	ESI @ 3.25% subject to a Celling of pay (Basic Pay & VDA) Rs.21,000/-	18.36	25.81	0.00
04	Minimum Bonus @8.33% of BP& VDA subject a maximum of pay of Rs.21,000/-which means on getting pay of more than Rs.21,000/-, The individual will not get Bonus	47.07	66.14	0.00
05	EDLI @ 0.5% BP +VDA subject to a ceiling of pay of Rs.25,000/-	2.83	3.97	4.67
06	Admn. Charges @ 0.5% BP +VDA subject to a ceiling of pay of Rs.25,000/-	2.83	3.97	4.67
	Total Rate per day per person.	**703.89**	**989.17**	**1054.30**

Signature of Tenderer with Seal

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender/Work:-

Dear Sir,

1. **I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:**

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as per your advertisement, given in the above mentioned website(s).

2. **I/ We hereby certify that I/ we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedules(s), etc.,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions/ clauses contained therein.**

3. **The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.**

4. **I / we hereby unconditionally accept the tender conditions of above mentioned tender document(s) corrigendum(s) in its totality / entirety.**

5. **In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/ bid including the forfeiture of the full said earnest money deposit absolutely.**

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

NIT NO. FCIL/HSU/2026/159

Table-3

⇨ IMPORTANT CHECK LIST

The tenderer submitting bids ONLINE should upload self-certified scanned copy of following documents:-

S. No	Eligibility Criteria	Following documents required to upload with Technical bid	Submitted	Not Submitted
			Please Tick appropriate column whether submitted or not	
01	Cost of Tender Fees	Money Receipt /DD in original, if applicable, should be reached before opening of technical bid/ NSIC Exemption Certificate		
02	EMD Amount	DD in original should be reached before opening of technical bid/ NSIC Exemption Certificate		
03	Integrity Pact	Sent with DD of EMD		
04	PAN No.	Proof Attached		
05	GST No.	Proof Attached		
06	EPF Registration no.	Proof Attached		
07	ESI Registration no.	Proof Attached		
08	Sealed and Signed Tender Acceptance Letter	On their letter head to be submitted		
09	Affidavit stating that the service provider has not defaulted in payment of EPS/ESI/GST/Income Tax and all statutory dues.	Affidavit to be submitted		
10	Registration Certificate of firm/Partnership firm/ Co-operative societies/individual	Proof Attached		
11	Registration certificate under Contract Labour (R&A) Act,1970	Certificate /affidavit attached		
12	Self Certificate of not being blacklisted by any PSU / Central Government / any State Government.	Self Certificate in this regard attached.		
13	Income Tax Returns/Clearance certificate	Proof of ITRs/Clearance Certificate/ Signed Balance sheet attached		
14	Experience Certificates / Completion Certificates	Similar work experience proof attached.		
15	Turnover Details	Proof in support of turnover attached.		
16	Jobs in Hand	Any Proof regarding jobs in hand attached		

IMPORTANT:-

01- **Tenderer should ensure that all the above items are ticked before uploading the bid**.

02- Failing to submit/uploading any supporting/relevant documents of the above eligibility criteria of bid is liable for **REJECTION**.

APPENDIX-I

Special Terms And Conditions For Supply Of Manpower

1. The agency should be registered and bonafide Service Providers/Agencies/Parties having adequate experience and should have a **valid labour license** issued by the Controlling Authority (labour department) or an affidavit of the effect that if the firm is successful bidder in that case the firm will produce labour license to FCIL within a period of 21 days from the date of issue of the work order.

2. The Service Provider /Agency is required to provide required manpower to the FCIL at our Talcher Unit, Angul or at any place at the discretion of the management as per the TABLE -1 given above. The tentative number of personnel required (all combined) is 7 during the year.

3. The personnel provided will be required to perform duties as assigned to them by the FCIL as stated in Scope of work (Page .No. 17)

4. Normal duty hours shall be 8 hours in general with one day weekly off. However outsourced labours shall have to work on holidays, if necessary based on demand of work.

5. Only competent persons are required to be engaged for carrying out the jobs. Any personnel engaged and subsequently not found to be suitable shall be replaced immediately. Any undue delay in providing/replacing the requisite manpower will be considered as breach of contract and will be dealt with accordingly. In case manpower is not provided/replaced within a period of two days, an amount of Rs.1, 000/- per day per vacancy will be deducted from the amount payable to the Service Provider/ Agency.

6. The Contractor or his authorized representative would be present at the work site to supervise and control the personnel deployed by him to ensure that the job is carried out as per job specifications.

7. The FCIL, at its sole discretion, depending upon the workload may, at any point of time, extend or curtail the contract, or make changes in the requirement of jobs.

8. The Service Provider/Agency must be registered with the ESIC, Provident Fund and GST Departments and must be in possession of Permanent Account Number (PAN), TIN No. and Labour License. The documentary proof of registration should be attached.

9. The personnel thus engaged shall be the employees of the contractor exclusively and shall have no claim whatsoever for employment in the FCIL on the basis of this assignment.

10. All rules and regulations relating/pertaining to Labour Laws such as PF, Gratuity, Minimum Wages, Payment of Wages, Contract Labour, Bonus, etc. will be followed by the contractor.

11. GST will be reimbursed after submission of proof of deposition and the same appearing in GSTR-2A of the Company of respective month.

12. Statutory Deduction such as TDS etc. and other taxes as applicable will be deducted from each bill.

13. You have to make payment to the labours engaged by you such as, Highly Skilled , Skilled, & unskilled labours to their bank accounts directly and cash payments to the labour is prohibited. You should supply payment sheets containing bank a/c number, PF A/c No. and UAN No. every month to the finance department, FCIL Unit

14. All the payment sheets along with attendance register copy and proof of PF payment has to be submitted to Finance Department of Talcher Unit every month duly verified by the Officer Incharge.

15. The service provider /Agency shall maintain all statutory records under the applicable law. Service provider /Agency shall produce such records on demand, to the concerned authority of this office or any other authority under law.

16. Failure by the Service Provider /Agency to comply with any statutory requirement and terms of agreement during the period of contract shall result in termination of the contract and subsequent disqualification for participation in any future tender in the FCIL. The Security Deposit shall also be forfeited.

17. The Service Provider /Agency shall not assign, transfer, pledge, or sub-contract the performance of services without the prior written consent of the FCIL.

18. The personnel deployed by the contractor shall be paid at the rate specified by the FCIL in Table-2, which at any future date shall not be less than the rates notified under The Minimum Wages Act, 1948. In case of increase in minimum wages, the contractor shall submit the bill with increased minimum wages immediately with a copy of gazette notification. In case of delay, separate arrear bills shall be submitted. However, the margin of the contractor shall not be increased as it remains constant throughout the period of contract.

19. The Service Provider/Agency's personnel shall not claim any benefit/compensation/ absorption/regularization of services with the FCIL under provisions of 'The Industrial Disputes Act, 1947' or The Contract Labour (Regulation and Abolition) Act, 1970. Undertaking from the personnel to this effect shall be required to be submitted by the Service Provider /Agency to the FCIL.

20. Such persons provided by the Service Provider /Agency shall be the employees of the Service Provider/ Agency and it shall be the duty of the Service Provider/ Agency to pay their salary of each month on or before 7th day of next month for the work executed by their Employees.

21. Contractor shall be capable to pay monthly wages upto one month from his own resources in case of delay in payment and submission of bills by the contracting firm/company/agency.

22. The contractor should ensure payment of minimum wages to his employees in reference to the Government of India Gazette and / or letter of competent authority of Ministry of Labour as revised from time to time and the contractor shall be solely responsible for this. The Contractor needs to quote the service charge to be claimed by contractor. **The lowest bidder is to be evaluated on the service charge only.**

23. Payments:- E-Payment/Payments by crossed cheque will be made on monthly basis normally within 15 days of the submission of Bills in duplicate addressed to the Unit Incharge, FCIL-Talcher Unit duly pre-receipted and duly verified by the Officer Incharge

24. Penalty will be leviable at the rate of Rs.1,000/- per day in case of non-payment of :Salary and bonus by 7th day of each month.

25. Bills for payment should be sent directly to the Unit Incharge, FCIL- Talcher Unit.

26. All bills should be verified and authenticated in all respects from your side as well from Unit Incharge, FCIL-Talcher Unit.

27. Payment of each month shall be released on submission of the following documents to FCIL for the preceding month:-

a) Self Attested Monthly attendance sheet of Labours.

b) Self Attested details of disbursement made to each personnel indicating the amount of remuneration paid, amount deducted on account of statutory deductions such as EPF including EDLI and ESI, etc.

c) Proof of payment of statutory obligations such as EPF including EDLI and ESI, etc. towards remittance of statutory dues with a certified list of contributors against the challan with description of employees' and employer's contribution and administrative charges.

d) Bonus @ 8.33% of basic salary shall have to be paid on monthly basis.

e) The contractors will have to provide Pay Slip to every labour/worker every month at the time of payment indicating PF A/c no. with PF deduction amount & amount of overtime as per Labour Laws & Factory Act. The firm will also submit one copy of Pay Slip of each labour every month to FCIL.

28. Bill for the subsequent month will be paid only after submission of certificate of disbursement of wages of previous month.

29. The FCIL also reserve the right to terminate the contract with a notice of 30 days to the Service Provider/Agency without assigning any reasons. The service provider/ agency may, if it desires so, terminate the contract by giving three (03) months notice.

30. If contractor fails to pay monthly wages of their labours for the respective month in the succeeding month, FCIL will pay the monthly wages to their labours on behalf of the contractor and also pay the statutory payments to respective departments and same will be adjusted against their bills.

31. Initially, the Service Provider /Agency shall be entrusted the contract for a period of one year which can be further extended for a period of another on mutual consent basis.

32. The FCIL shall not be liable for any loss, damage, theft, burglary or robbery of any personal belonging, equipment or vehicles of the personnel of the Service Provider /Agency. Further, the FCIL shall also not be responsible for any mishap during the course of duty or any liability on that account.

33. In case of any loss, theft, sabotage, etc. caused by or attributable to any of the personnel deployed by the Service Provider /Agency, the FCIL shall have the right to claim damages from the Service Provider /Agency.

34. The bids must contain the information as required in the format prescribed. The bids which do not contain the information as desired and are not supported by necessary documents, will not be considered for evaluation.

35. The rates are to be quoted in the prescribed format in Indian Rupees only.

36. Tenders in any other form, including E-mail, will not be entertained

37. The work will be awarded on L-1 (Lowest Rate) service charges basis. In case service charges quoted by two or more agencies are same, the L-1 will be decided by considering the highest amount of valid works executed by the Bidder for last three years which is submitted by the Bidders in a separate sheet

38. The service charges quoted in the tender will be fixed and accepted by the FCIL for the entire period of the Contract including the extended period if any.

39. In case the minimum wages of the employees are increased by the CLC, the proportionate increase will be imparted in the work order but the service charges per head will remain the same as finalized at the time of tender.

40. The bids shall be valid for a period of not less than 90 days after the deadline for submission of bids.

SIGNATURE OF TENDERER

THE FERTILIZER CORPORATION OF INDIA LIMITED

GENERAL DIRECTIONS AND CONDITIONS OF CONTRACT

2) Definitions

In these conditions of contract, the following terms shall have the meaninghereby assigned to them except where the context otherwise requires:-

(a) **"FCIL"** or the company shall mean The Fertilizer Corporation of India Limited or the Administrative Officers of the FCIL, authorised to deal with any matters with which these presents are concerned on its behalf.

(b) **"General Manager"** shall mean the officer in Administrative charge of FCIL at the Unit./Divisions .

(c) **"Engineer/Area Manager/officer"** shall mean the executive/project engineer/ Area Manager in executive charge of the works and shall includethe superior officers of the Engineering Department of FCIL "Unit/Division".
i.e the Asstt.chief Engineer, Dy. CE., Addl. Chief Engineer. And the Chiefengineer.

(d) **"General Manager"s/Engineer"s Representative"** shall mean the Assistant Engineer, Asst project Engr./Foreman in direct charge of the works and shall include any A.F.M/dited by F.C.L or its consultants.

(e) **"Contractor"** shall mean the person, firm or company who enters into contract with FCIL and shall include their executors, administrators, and successors and permitted assigns.

(f) **"Contract"** shall mean and include the agreement or work order, theaccepted schedule of rates or the schedule of rates of FCIL notified by the tender percentage for items of works quantified or not quantified, the general conditions of contract, the special conditions of contract, if any, the drawings, the specifications, the special specifications if any and tender forms if any, as also future amendments modifications that may be agreed to in writing in future, but shall not include, any condition stipulated by the tenderers in their tenders unless otherwise accepted by FCIL in writing.

(g) The **" Contract Sum"** shall mean:

i. in the case of Lump Sum Contracts the sum for which the tender is accepted;
ii. in the case of Percentage Rate contracts the estimated value of the Works as mentioned in the tender adjusted by the Contractor'spercent age;
iii. in the case of item Rate Contracts the cost of the Works arrived at after extension of the quantities shown in Schedule of Quantities by the item rates quoted by the tenderer for the various items.

(h) A "**Day**" shall mean a day of 24 hours from midnight irrespective of the number of hours worked in that day.

(i) "**Temporary Works**" shall mean all temporary works of every kind required in or about the execution, completion of maintenance of the works.

(j) "**Urgent Works**" shall mean any urgent measures which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or which becomes necessary for security.

(k) A "**Week**" shall mean seven days without regard to the number of hours worked in any day in that week.

(l) The "**Works**" shall mean the works to be executed in accordance with the Contract or part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works or temporary and urgent works as required for performance of the contract.

(m) **"Specifications**" shall mean specifications for materials and works issued under the authority of the Engineer or as amplified, added, or specified by special specifications if any.

(n) **"Drawings**" shall mean the maps, drawings, plans and tracings or prints thereof annexed to the contract and shall include any modifications of drawings and further drawings as may be issued by the Engineer from time to time.

(o) **"Site"** shall mean the site and other places on in or through which the works are to be carried out and any other lands or places provided by FCIL for the purposes of the contracts.

(p) **"Period of maintenance"** shall mean the specified period of maintenance from date of completion of the works as certified by the Engineer.

(q) **Environment:**

i. Includes, water, air and land and their relationship which exists among and between water, air, land and human being, other living creatures, plants, micro organisms and property.
ii. Environment pollutant: means any solid, liquid or gaseous substances present in such forms and concentrations as may be or lead to be injurious to environment.
iii. Environment Pollution: means the presence of any environment pollutant.
iv. Hazardous substance: means any substance or preparation which by reason of its chemical or physiochemical or handling is liable to cause harm to human being, other living creatures, plants micro organisms, property or the environment.

No person causing on any industry, operation or process and shall discharge or emit or permit to be discharged or emitted any environmental pollutant in excess or such standard may be prescribed. Every motor vehicle in use shall comply with environment Act/Rules/Regulations.

3) Singular and Plural

Works carrying singular number shall also include plural and vice versa,where context requires.

4) Headings

The headings in these general conditions are solely for purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

5) Law Governing the Contract

The contract shall be governed by the law for the time being in force in the Republic of India.

6) Service of Notices to Contractor

The contractor shall furnish to the engineer, the name designation and address of his authorized agents and all complaints, notices communications and references shall be deemed to have been duly given to the contractors if delivered to the contractor or his authorised agent or left at or posted to the address so given and shall be deemed to have been in the case of posting on the day on which they would have reached such address in

the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-Charge/Area Manager.

7) Contract Documents

(i) The Contractor shall be furnished to free of charge, two certified true copies of the Contract Document except standard specifications and the schedule of rates and of all further drawings which may be issued during the progress of the Works. He shall keep one copy of the Documents on the site in good order and the same shall at all reasonable times be available for inspection and use by the Engineer-in-Charge/ General Manager / General Manager or his representatives or by other Inspecting Officers.

(ii) None of these Documents shall be used by the Contractor for any purpose other than that of this contract.

(iii) The Contractors shall take necessary steps to ensure that all persons employed on work in connection with this Contract have noticed that the Indian Official Secrets Act 1923 (XIX of 1923) and amendments, if any, applies to them and shall continue so to apply even after the execution of such works under the contract.

8) Works to be carried out

The work to be carried out under the Contract shall except as otherwise provided in these conditions, include all labour, materials, tools, plant, equipment, and transport which may be required in preparation of and for and in the full and entire execution and completion of the Works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include waste on materials, carriage and cartage, carrying in return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognised principles.

9) Occupation and Use of Land

No land belonging to or in the possession of FCIL shall be occupied by the Contractor without the permission of FCIL. The contractor shall not use, or allow to be used, the site for any purpose other than that of executing the works.

10) Sufficiency of Tender

i. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender of the Works and of the rates and prices quoted in the Bill of Quantities, which rates and prices shall, except as otherwise provided cover all his obligations under the Contract and matters and things necessary for the proper completion and maintenance of the Works.

ii. Any error in description, quantity or rate in schedule Bill of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the Works comprised therein according to drawings and specifications or from any of his obligations under the Contract.

iii. If on check there are found to be differences between the rates given by the Contractor in words and figures or in the amount worked out by him in the Bill of Quantities and general summary, the same shall be adjusted in accordance with the rules following hereunder.

iv. In the event of a discrepancy between description in words and figures quoted by a tenderer, the description in words shall prevail.

v. In the event of an error accruing in the amount column of Bill of Quantities as a result of wrong extension of the unit rate and quantity the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.

vi. All errors in totaling in the amount column and in carrying forward totals shall be corrected.

vii. The totals of various sections of schedule of Quantities amended shall be carried over to the General Summary and the tendered sum amended accordingly. The tendered sum

so altered shall, for the purpose of the tender, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer. Any rounding off of totals in various sections of Bill of Quantities or in General Summary by the tenderer shall be ignored.

11) Submission of Earnest Money along with Tender

Each tender has to be submitted **"online"** and the requisite Earnest Money and Cost of Tender Document **"offline"** in the form of DD in favour of FCIL., payable at Talcher drawn from any nationalized bank should reach the office of G.M., FCIL on or before the schedule date and time of opening as stated in the Critical Data Sheet.

12) Earnest Money and Security Deposit

In case the contractor fails to undertake the work within the specified period after the same has been awarded to him, the entire Earnest Money/Security Deposit will stand forfeited without any further reference to him. No interest will be payable to the Contractor on the Earnest Money or Security Deposit or on the amount payable to the contractor under the contract

The tenderer should deposit Earnest Money offline as mentioned in NIT in any one of the following forms with Finance Manager, FCI L, NOIDA or to be sent offline so as to reach the office of G.M. FCIL before opening of the technical bid. Merely uploading the scanned copy of the EMD and Tender Documents will not qualify the tenderer. The FCIL will not entertain the tender for which EMD is not received in time. On acceptance of tender by FCIL, the Earnest Money deposited by the contractor with his tender will be retained by FCIL, as part of the Security Deposit for the due and faithful fulfillment of the contract by the contractor.

(i) Demand draft drawn on any Scheduled Bank payable in Talcher in thename of "The FCI Ltd., Talcher Unit".

(ii) Earnest Money in the form of Bank Guarantee shall also be acceptedon the following conditions:-

(a) Amount of Earnest Money should be more than Rs. 10,000/-,
(b) Bank Guarantee should be from a Scheduled Bank valid for aperiod of 90 days, and
(c) Bank guarantee should be submitted by the tenderer in ourperforma.

Earnest Money shall not be accepted in any form other than those specified above and tenders not accompanied by Earnest Money will notbe entertained. In case of tenderer who is FCIL"s contractor and whose amount is lying with the Company, is also required to deposit Earnest Money, otherwise his tender will not be entertained.

Small Scale Industries registered with NSIC are exempted from payment of EMD, subject to submission of valid documentary evidence along with specific request.

The Earnest Money deposited with the tender will be retained by thecompany as part of Security Deposit for due and faithful fulfillment of the contract by the contractors. Security Deposit will be calculated as under and shall be deposited in the form of DD or Bank Guarantee in favour of FCIL noida immediately after issue of Contract/Job Order but before commencement of work.

For First 10 Lakh	@ 10 %
For Next 10 Lakh	@ 7.5 %
For next 10 Lakh and above	@ 5.0%

SIGNATURE OF TENDERER

No interest will be payable by the company on Earnest Money/Security Deposit or on the amount payable to the contractor under the Contract. The total Security Deposit due shall be refunded to the contractor after faithful completion of the jobs.

13) Time is Essence of Contract

The time allowed for execution of the Works as specified in the Scheduleor then extend time in accordance with these Conditions shall be theessence of the Contract. Contractor shall except otherwise mentioned in the letter of acceptance of tender or work order commence the works within a day after the date on which the General Manager/Engineer-in- Charge issues written orders to commence the work or from the date of handing over the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, company/ corporation shall without prejudice to any other right or remedy, be at liberty to forfeit the earnest money absolutely after giving notice to the contractor in writing Compensation for delay is dealt with in GDCC No. 30.

14) Suspension of Works

(a) The contractor shall, on receipt of the order in writing of the Engineer- in-Charge suspend the progress of the works or any part thereof for such time and in such manners the General Manager/Engineer-in- Charge may consider necessary for any of the following reasons:

i. On account of any default on part of the Contractor or
ii. For proper execution of the Works or part thereof for reasons otherthan the default of the contractor or,
iii. For safety of the Works or part thereof.

The contractor shall, during such suspension properly protect and secure the Works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge/Area Manager/Genaral Manager.

(b) If the suspension is ordered for reasons (ii) and (iii) in sub-para (a) above:

(i) The contractor shall be entitled to an extension of time equal to theperiod of every such suspension PLUS 25%.

15) Extension of time for Delay:

If the Works be delayed by any or more of the following events, request for extension of time. to be eligible for consideration, shall be made by the contractor in writing within 14 days of happening of the event(s) causing delay indicating the period for which extension is desired:

(a) force majeure, or
(b) abnormally bad weather, or
(c) serious loss or damage by fire, or
(d) civil commotion, local combination of workman strike or lockout, affecting any of the trades employed on the work, or
(e) delay on the part of other contractors of trade men engaged by Company/Corporation in executing work not forming part of the Contract or
(f) non-availability of stores which are the responsibility of Company/Corporation to supply, or
(g) non-availability or break-down of Tools and Plant to be supplied or supplied by Company/Corporation, or

(h) any other cause which in the absolute desecration of the authority mentioned in Schedule, is beyond the Contractor‟s control then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the General Manager but shall nevertheless use constantly his best endeavors to prevent ormake good the delay and shall do all that may be reasonably requiredto the satisfaction of the General Manager to proceed with the Works.

In any such case the authority mentioned in Schedule, may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the Contractor by the General Manager in writing, within 3 months of the date of receipt of such request by the General Manager.

16) Work during Night or on Sundays/Holidays

Subject to any provisions to the contrary contained in the Contract, none ofthe permanent works shall be carried out during night or on Sundays or on authorised holidays without the permission in writing of the Engineer-in- Charge/General Manager except when the work unavoidable or absolutely necessary for the safety of life, property of works in which case the Contractor shall immediately advice the Engineer-in-Charge/Area Manager
/General Manager accordingly.

17) Tender Documents available for inspection

Tender documents consisting of the designs, drawings Schedule Bill of quantities and rates of the various item along with their description and complete specifications and the set of "General Directions" and conditions of Contract" or any other documents required in connection with the work, signed for the purpose of identifications by the Engineer shall be open for inspection by the Tenderers at the Office of the Engineer/Area Manager/General Manager during Office hours on all days (except Sunday and Public holidays).

18) Opening of Tender: Tenders will be opened in the office of the General Manager, FCI Ltd., NOIDA at the time and on date as per Tender Notice in the presence of tenderer or their authorized representative who wishto be present.

19) Right to Question: Every bidder has the right to question bidding conditions, bidding process and/or rejection of its bids.

20) Incomplete Tender Papers

If a tender issued to an intending tenderer is incomplete, he shall request the office of the Engineer to complete the same before he delivers his tender.

21) Tenderer to Study Tender Documents Carefully

The tenderer shall study all the tender documents very carefully. He should visit the site and satisfy himself as to the local conditions, the accessibility of the site the full extent and character of the operations, the nature of the grounds, the type of the machinery and the equipment needed the conditions affecting supply of materials and labour and the execution of the contract generally, no claim on grounds of want of knowledge in such respects will be entertained.

22) Work Order Commencement date:

This agreement shall be deemed to have commenced and come into operation as on and from the date of Work Order/LOI and shall remain and continue to be in force for Two years from the date of Work Order/LOI initially and thereafter the contract may be renewed for another one year subject to termination with one month‟s notice on either side. The company however, reserves the right to terminate the contract at any time at its discretion without assigning any reason during the period of the contract.

23) BREACH OF CONTRACT:

On breach of contract of any of the terms and conditions as aforesaid on the part of contractor to be observed and performed of which fact the company shall be the sole judge, the company reserves the right to terminate the contract forthwith without any liability to pay anything to the contractor.

24) FORCE MAJEURE:

The company shall not be liable for any claim or loss, damage or compensation whatsoever arising out of stoppage of work (Temporary or Permanent) or failure to continue this contract with the contractor, unless otherwise agreed to contrary, but in no case will this agreement extend to cases when such stoppage, failure or discontinuance is attributable or orders of civil or military authorities, or cause directly or indirectly due to war, mutiny, Civil commission, riots, strike, lock-out, fire, flood, tempest, lightening, earthquake or other forces, accidents or causes beyond the control of the Company, or on any account or the order of the State Government or Central Government or any lawful authority on any ground whatsoever.

25) TENDERERS NOT ELIGIBLE FOR PARTICIPATION:

This Clause is removed

26) Relaxation of Eligibility Conditions

The FCIL in its absolute discretion and in paramount interest of the FCIL may relax any of the eligibility conditions for any or all the tenderers.

27) Mode of Payment to the Contractors

All payments will be made by E-Payment/Cheque at their cost by Talcher office on fortnightly basis.

28) Rates Quoted Includes

The rates quoted shall be inclusive of minimum wages, Leave wages, maternity benefit, Bonus, Employees‟ Compensation, Provident Fund, Family Pension, Deposit-Linked Insurance, Gratuity, tools and implements, Hutments, Drinking water and Medical aid to the workers and all statutory payments. Company will not be responsible for reimbursing any payment made to the workers statutory or otherwise, and entire responsibility should rest on the contractor. The Contractor will be responsible for all statutory payments made to the workers.

29) Contractor shall pay wages directly to workmen

The wages to the workers shall be made by the contractor directly without the intervention of Jamadars or Thekedars and the contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of the workman.

30) Tampering of Tender Documents

If the tender documents submitted after downloading from FCIL website is found to have been tampered or differs from the tender documents available with the undersigned, EMD of such tenderer shall be forfeited along with rejection of its bid.

31) Review of work performance and forfeiture of Security Deposit:

The Company shall have the right to review the performance and execution of Contract from time-to-time or at such intervals as it maydecide. In case of inadequate arrangement, resulting in unsatisfactoryperformance or committing breach of terms and conditions of the Tender or Contract, the Company shall have the right to terminate the Contract and forfeit the Security Deposit without prejudice to any rights of the Company to claim damages, losses, costs, expenses, charges, etc. as may be attributable to the poor performance/breach of the contract.

32) Regarding Misbehavior by the Contractor or his Staff During The Period of Contract with FCIL‟s Officials

In case of any misbehavior by the Contractor or his staff with any officials or staff of FCIL, or if the Contractor or his staff does not follow instructions given by officials or staff of FCIL, FCIL may terminate the contract without prejudice to any rights of the company to claim damages, cost, losses, expenses, etc.

33) **Rules and Regulations for Co-operative Society**:- The Co-operative Society shall perform the work in accordance with all applicable code/Acts, Statutory rules and regulations now in force, or which may come into force at a later date and established transportation/handling/mining practices.

34) **Member"s of Co-operative Society:-** The Co-operative Society shall provide the persons, which are their members only and shall not get any part of the work done by and/or through any contractor. No member of Co- operative Society shall get/receive any salary or wages. The remuneration shall be paid/received by the members through profit sharing only.

35) **Liability of Co-operative Society:-** The Co-operative Society shall be liable for all its members engaged, by it whether directly or otherwise in all respect and also for all the vehicles, and mining equipments and machinery deployed by it under its control, under various statutory provisions from time-to-time as amended upto date such as Mines Act, 1952 and Rules and Regulations made there under. The Motor Vehicles Act, 1988, The Fatal Accident Act 1985, The Industrial Disputes Act, The Indian Electricity Act as applicable to mines or any other allied Central State enactment, rules, regulations and by laws made there under. The Co-operative Society shall maintain and produce wherever called for, all records required under various Acts, Laws and Bye-Laws.

36) **Materials**

The Contractor shall, at his own expense, provide all materials required for the Works other than those which are to be supplied by the Company/Corporation

(i) All materials to be provided by the contractor shall be in conformity with the specifications laid down in the contract and the Contractor shall. If requested by the General Manager/General Manager/Engineer-in-Charge furnish proof to the satisfaction of the General Manager/Engineer-in-Charge that the materials so comply.

(ii) The Contractor shall, at his own expense and without delay, supply to the General Manager/Engineer-in-Charge samples of materials proposed to be used in the works. The General Manager/Engineer- in-Charge shall within seven days of supply of samples or within such further period as he may require and intimate to the Contractorin writing, inform the Contractor whether samples are approved by him or not. If samples are not approved the Contractor shall forthwise arrange to supply to the General Manager/Engineer-in- Charge for his approval fresh samples complying with the specifications laid down in the contract.

(iii) The General Manager/Engineer-in-Charge shall have full powers to require removal of any or all of the materials brought to Site by the Contractor which are not in accordance with the Contract Specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials, the General Manager/Engineer-in-Charge shall be at liberty to have them removed by other means. The General Manager/Engineer-in-Charge shall have full powers to procure other proper materials to be substituted for rejected materials and in the event of the Contractor refusing to comply, he may cause the same to be supplied by other means. All costs, which may attend upon such removal and/or substitution, shall be borne by the contractor.

(iv) The Contractor shall indemnify the Company/Corporation or any agent, servant or employee of the Company/Corporation against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shallpay any royalties or other charges which may be payable in respect of any article or materials or part thereof included in the Contract. In the event of any claim being made or action being brought against the Company/Corporation or any agent, servant or employee of the Company/Corporation in respect of any such matters as aforesaid, the Contractor

shall immediately be notified there of. Provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by the Company/Corpn. but the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the Contractor only if the use was the result of any drawings and/or specifications issued after submission of the tender.

(v) All charges on account of octroi, terminal or sales tax/VAT and other duties on materials obtained for the Works from any source (excluding materials supplied by the Company/Corporation) shall beborne by the Contractor.

37) Contractor to Provide Facilities to other Contractors

The tenderer must note that in case the building work, sanitary and water supply work and electrical installation work or other work or works are awarded to different contractors, the activities of all the contractors shall be required to be properly co-ordinate and all contractor shall strictly follow the instructions and directions of the Engineer. The building contractor shall also permit, free of charge the use of his ladders and ordinary scaffolding (as may be available in position) to the plumbing, sanitary and/or electrical contractors. The building contractor shall, however, not be required to make any special scaffolding for them.

38) Tender by other than Individuals

When the tender submitted is not in the name of an individual, the tenderer shall disclose the nature, constitution and registration of thetendering firm and shall be signed by a person or persons fully authorised by him by means of a legally valid documents (or a duly certified copy of the same) which shall be attached with the tender. For illustration in the event of tender being submitted by a partnership firm it must be signed separately by each member thereof or in the event of he absence of any partner, it must e signed on his behalf by a person holding a power of attorney authorising him to do so, such power of attorney to be produced with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act.

39) Changes in Constitution

Where the Contractor is partnership firm, prior approval in writing of the Accepting Authority shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu Undivided Family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the Contractor. If prior approval as aforesaid is not obtained the Contract shall be deemed to have been assigned in contravention of Condition 123 hereof and the same action may be taken and the same consequences shall ensure as provided for inthe said Condition 123.

40) Tenderer to quote both in Figures and Words

The tenderer should quote in figures as well as in words the rates foreach item. He should clearly mention the amount against each item and strike the total wherever necessary. Special care should be taken the percentage in case of percentage rate tenders the rates are always written in both words and figures in a way that interpolation is not possible. The word “Rs” should always be put before and the word “only” at the end of words of figures, e.g. Rs 250/- only/Rupees Two Hundred Fifty only. Erasers or over-writing of any kind in the tender may render the tender subject to outright rejection. Where necessary the original figures and words should be scored out and corrected figures and words written and the corrections attested by the tenderer.

41) Contractor to arrange all Tools and Plant/Equipment

(a) The Contractor shall arrange at his own expense all tools, plant and equipment

(hereinafter referred to as T&P) required for execution of the work, except the items listed in Schedule „C" which will be given to him on hire by the Company/Corporation at rates shown in that schedule. In case the Contractor does not require some or all items of T&P listed in the schedule „C" he will indicate his requirements at the time of submitting his tender. Company"s/Corporation"s T&P hired to the contractor shall be conveyed by him at his expense from the place of issue to the site and back.

(b) Hiring of additional T&P

(i) If the Contractor requires any item of T&P on hire from the Company/Corporation over and above the requirements indicated by him at the time of submitting his tender, the Company/Corporation will, if such item is available hire it to the Contractor at a rate to be fixed by the Engineer-in-Charge.

(ii) The period of hire will be reckoned from the commencement of the day of issue upto the end of the day of return (including all recognised holidays) irrespective of the actual hour of issue and return. The Contractor will be exempt from levy of any charges for the number of days he is called upon in writing by the General Manager/Engineer-in-Charge to suspend execution of the work, provided Company"s/Corporation"s T&P in question has, in fact, remained idle with the Contractor because of the suspension, provided the Contractor, in case the period of suspension exceeds 11 days returns Company"s/ Corporation"s T&P to the place from where it was issued.

(c) Basis of Fixing Hire Charges:

(i) The first eight working hours (excluding a break of one hour)1 working day.

(ii) every working hour or part thereof in excess of 8 working hours at the rate of $1/8^{th}$ of the hire charges for a working day; provided however if the Company"s/Corporation has paid more than the rate of $1/8^{th}$ of the wages of the crew for overtime under the Minimum Wages Act or any other law for the time being in force the excess over $1/8^{th}$ of the wages shall also be charged to the Contractor.

(iii) If at any time Company"s/Corporation"s T&P has not been worked at all during a day except for a break-down, or has been worked for less than eight hours during a day, the Contractor shall be charged for on working day.

(iv) If any item of Company"s/Corporation"s T&P has stopped working on account of a break-down before it has worked for four hours in a day, the Contractor will be charged for half a working day. If theitem has stopped working after it has worked for more than four hours but less than eight hours, the Contractor will be charged for a full working day.

(v) The hire charges shown in the schedule would be in addition to all other charges such as cost of fuel for running a machine, engine oil, kerosene oil, etc., for working Company"s/ Corporation"s T&P and all unskilled labour and water required for servicing/wash out shall be borne by the contractor. The Contractor shall permit the General Manager/Engineer-in-Charge to carry out periodical maintenance of Company"s/Corporation T&P in accordance with the provision therefor in the aforesaid Schedule, and there will be no deduction in hire charges for the period spent on such maintenance.
However, the contractor shall be allowed to return the tools and plants (issued by the company/Corporation) for purposes of repairs and for the duration of such repairs no hire charges shall be levied.

(vi) The Contractor shall be responsible for care and custody of company"s/Corporation T&P (including employment of chowkidars during the period Company"s /Corporation"s) T&P remain with him and damage (fair wear and tear excepted) to any of the equipment (expect for Excepted Risks provided always the Contractor has taken precautions necessary to protect it from such

risk) shall be made good at the Contractor‟s expense to the satisfaction of the General Manager/Engineer-in-Charge unless such damage is caused because of negligence of crew provided by the company/Corporation.

(vii) The Company/Corporation give no guarantee in respect of output of its T&P hired to the Contractor and no reduction in rates or any compensation shall be allowed on the ground that out turn or performance of Company‟s /Corporation‟s T&P was not to the Contractor‟s expectations.

(viii) Company‟s/Corporation‟s T&P hired to the Contractor shall be returned at the place of issue (unless otherwise directed) by the Contractor to the General Manager/Engineer-in-Chargeon completion of the work or section of the work or earlier on termination of the hire by the Company/Corporation as hereinafter provided on a written notice by the Engineer-in-Charge. The Company/Corporation shall be entitled to terminate the hire on two days notice without assigning any reason what so ever and the contractor shall have no claim to any payment of compensation or otherwise what so ever on account of termination of hire of Company‟s/Corporation‟s T&P by the Company/Corporation. In such an event, however a reasonable extension of time shall be given by the Engineer –in –Charge.

(ix) A log Book for recording hours during which every item of, Company‟s/Corporation‟s T&P issued to the Contractor has worked each day shall be maintained by the member of crew incharge thereof or any representative of the General Manager/Engineer-in- Charge appointed in that behalf and shall be daily attested by the Contractor or his authorised agent. In case the Contractor contests correctness for any entry and/or fails to sign the Log Book the decision of the General Manager/Engineer-in-Charge shall be final and binding on him. Hire charges shall be calculated in accordance with the entries in the Log Book.

42) Declaration of Tenderer‟s Relations with FCIL Employees

Should a tenderer or contractor have a relation or in the case of a firm or company contractors, one or more of its share holders or a relation or relations of share holders, employed in the capacity of Assistant Engineer and above in FCIL the authority inviting tenders shall be informed of the fact at the time of submission of the tender, failing which FCIL may in its sole discretion reject the tender or rescind the contract in accordance with provision of clause 44.

43) Right of Rejection of Tender

The acceptance of tender will rest with (FCI) FCIL which does not bind himself to accept the lowest tender and reserves to itself the right (i) to reject any or all tenders or (ii) to split up the work amongst two or more contractors or (ii) to accept the work in part and not in its entirety, if considered expedient, the reasons for rejecting a tender or non-issuance of a tender document to a prospective bidder would be disclosed suitably, where enquiries are made.

44) Tender Liable to Rejection

The following tenders will be liable to summary rejection:

(a) Tenders submitted by tenders who resort to canvassing.

(b) Tenders which do not fulfil all or any of the conditions laid down inthe tender documents or are incomplete in any respect.

(c) Tenders which contain uncalled for remarks or any alternative/addition conditions.

45) Tenderer Bound by his Quotation

The rates quoted in the tender are to hold good for three months from the date of opening of the tender. After the expiry of the said period of three months, the rates are to be confirmed by both the parties before executing the contract.

46) **Period of Contract**: The job/Contract will be for a specified period as pertender notice. This period however, can be extended/curtailed if required, for which the contractor cannot claim any compensation.

In general mining contracts (ROM and Powder) should be floated for a period of two years and if necessary extendable for further period of one year.

47) **Tender Acceptance Letter:-** The tenderer has to submit an acceptanceletter on their letter head confirming the fact that they have carefully studied the terms and conditions of the NIT and understood fully.

48) **Representatives of the Contractor:-**The contractor shall furnish to the company the name, designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the contractor at his address. In case of contract bypartners, the contractor to the company shall forthwith notify any changes in the constitution of the firm.

49) **Conditional Tenders:-**Conditional tenders will not be accepted. The successful tenderer has to do the job on our terms and conditions.

50) **Contractor to Execute Agreement**

The contractor's responsibility under this contract will commence from the date of issue of letter accepting the tender. The tender documents, i.e., N.I.T. and the letter or acceptance or work order shall alsobecome part of the contract.

The successful tenderer shall be required to execute an agreement on non-judicial stamp paper of Rs. 100/- or as applicable on date with the FCIL, within 7 days of the receipt by him of the letter of acceptance, for carrying out the works according to the general conditions of the contract and specifications of works and materials as may be given in the tender documents and special conditions of contract. The agreement to be executed will be in Agreement form of works to be specified by FCIL. The provisions contained in tender papers and other documents exchanged between the tenderer and FCIL shall form part of the contract.

51) **Compensation for the loss sustained by the company**

The contractor shall be liable to make the losses good or pay damages sustained by the company on account of any delay or negligence on the part of the contractor in performing his obligations.

52) **Mobilization Advances**

I. The mobilization advance, generally, should be avoided. However in case it is felt necessary adequate steps may be taken to ensure stipulation of mobilization advance only for selected works and such advance should be interest bearing so that the contractor does not draw undue benefit. Under No circumstances interest free mobilization advance shall be paid to the contractors (Circular No. UU/POL/19 dated 08thOctober 1997).

II. Grant of interest free mobilization advances are strictly prohibited. Whenever there is a need the mobilization advance can be paid tothe contractor not exceeding 75% of the work or value of the plantand machinery mobilized to the site against 110% bank guarantee with a condition that the interest is chargeable @12% p.a.(Circular No. 02/02/2011 dated 17th February 2011) .

53) **Compensation for Delay**

(a) If the contractor fails to maintain the required progress in terms of condition No. 13 or to complete the work and clear the site on or before the contract or extended date-period of completion, he shall without prejudice to any other right or remedy

of the Company/Corporation. on account of such breach, pay as agreed compensation amount calculated as stipulated below or such smaller amount as may be fixed by the authority mentioned inschedule on the contract value of the work for every week that the progress remains below that specified or that the work remain incomplete.

A	Completion period (as originally stipulated) not exceeding 6 months.	@ 1 per cent per week or part of a week.
B	Completion period (as originally stipulated) exceeding 6 months and not exceeding 2 years.	@ ½ per cent per week or part of a week.
C	Completion period (as originally stipulated) exceeding 2 years.	@ ¼ per cent per week or part of a week.

This will also apply to items or a group of items for which separate period of completion has been specified. For this purpose the term „Contract Value" shall be the value at contract rates of the work asordered.

(b) Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed the undernoted percentage of the contract value or of the contract value of the item or group of items or work for which a separate period of completion is given:

A	Completion period (as originally stipulated) not exceeding 6 months.	10 per cent
B	Completion period (as originally stipulated) exceeding 6 months and not exceeding 2 years.	7½ per cent
C	Completion period (as originally stipulated) exceeding 2 years.	5 per cent.

(c) The amount of compensation may be adjusted or set-off againstany sum payable to the Contractor under this or any other contract with the Company/Corporation.

Note: Bonus clause to be incorporated in those contracts only in which completion earlier than the date stipulated is desired.

54) COMMENCEMENT AND COMPLETION OF WORKS:- The successful tenderer will be issued job order/contract in duplicate signed by the GeneralManager or by any officer authorized on his behalf. One copy of it duly accepted and signed by the successful tenderer /contractor on each page will be returned within 7 (Seven) days of the issue of letter of intent of contract /AOC/ WO to General Manager for record in token of their acceptance of contract.

The Contractors" responsibility under this contract will commence from the date of issue of the letter accepting the tender. The tender documents and letter of acceptance shall constitute the Contract/Agreement. The provisions contained in tender papers and other documents exchanged between the tenderer and FCIL Talcher shall form part of the contract
/Agreement. The successful tenderer shall start the work within 15 days ofthe issue of job order/contract, or as agreed by both the parties.

The contractor will have to ensure that the rake is loaded within a period of Five days of intimation, failing which the penalties, if any, would be to the contractors account. If there is persistent delay in completing the job as per schedule, the FCIL reserves the right to terminate the contract and to get the job completed from other parties at the risk and cost of the contractor.

55) <u>Completion certificate</u>

(i) As soon as the work is completed the contractor shall give notice of such completion to

the General Manager/Engineer-in-Charge and within thirty days of receipt of such notice the General Manager/Engineer-in-Charge shall inspect the work and shall furnish the Contractor with a certificate of completion indicating (a) the date of completion, (b) defects to be rectified by the Contractor and/or (c) items for which payment shall be made at reduced rates. When separate period of completion has been specified for items or groups of items the General Manager/Engineer-in-Charge shall issue separate completion certificates for such items or groups of items. No certificate of completion shall be issued nor shall the work be considered to be complete till the Contractor shall have removed from the premises on which the work has been executed all scaffolding, sheds and surplus materials except such as are required for rectification of defects, rubbish and all huts and sanitary arrangements required for his workmen on the site in connection with the execution of the work, as shall have been erected by the contractor or the work-men and cleaned all dirt from all parts of building(s) in, upon or about which the work has been executed or of which he may have had possession for the purposes of the execution thereof and cleaned floors, gutters and drains ease doors and sashes, oiled locks and fastenings labelled keys clearly and handed them over to the General Manager/Engineer-in-Charge or his Representative and made the whole premises fit for immediate occupation, or use to the satisfaction of the General Manager/Engineer-in-Charge. If the contractor shall fail to comply with any of the requirements of this condition as aforesaid on or before the date of completion of the Works, the General Manager/Engineer-in-Charge may at the expense of the Contractor fulfil such requirements and dispose off the scaffolding, surplus materials and rubbish, etc. as he thinks fit and the Contractor shall have no claim in respect of any such scaffolding or surplus materials except for any sum actually realized by the sale thereof less the cost of fulfilling there requirements and any other amount that may be due from the Contractor. If the expense of fulfilling such requirement is more than the amount realized on such disposal as aforesaid, the contractor shall forthwith on demand pay such excess.

(ii) If at any time before completion of the entire work, items of or groups of items for which separate periods of completion have been specified, have been completed the General Manager/Engineer-in-Charge with the consent of the Contractor takes possession of any part or parts of the same (any such part (s) being hereinafter in this Condition referred to as
„the relevant part“) then notwithstanding anything expressed or implied elsewhere in this Contract within thirty days of the date of completion of such items or groups of items or of possession of the relevant part the General Manager/Engineer-in-Charge shall issue completion certificate for the relevant part as in (i) above, provided the Contractor fulfils his obligations under that Conditions for the relevant part.

56) ON ACCOUNT" PAYMENTS -The contractor shall be paid monthly by way of "On Account" payments only for such works as in the opinion of the General Manager he has executed in terms of the contract. All payments due on the General Manager or the General Manager"s Representatives" certificates of measurements shall be subject to any deduction which may be made under these presents and shall further be subject to a retention of ten per cent by way of security deposit, until the amount of security deposit to make up the security deposit determined in terms of Clause 12 should have been fully recovered, provided always that the Engineer may by any certificate make "any" correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate if the works or any part thereof are not being carried to his satisfaction."

(a) For making "On account payment" joint measurement shall be taken by the last week of every month by the General Manager and contractor"s authorised representative only for such works as in the opinion of General Manager the contractor has executed in terms of the contract. These measurements shall be entered in Performa prescribed by FCIL and an "ABSTRACT OF COST" shall be prepared by the contractor. The amount payable to the contractor shall be calculated at the rates quoted by the contractor in the tender Payment shall be

made for the works actually done and measured.

(b) 75% advance shall be paid towards the cost of materials brought to site such as M.S reinforcement, High tensile steel, structural steel, rolling shutters, asbestos, cement materials, stone chips against documents and on furnishing "Bank Guarantee" in each case.

(c) Necessary deduction shall be made from the "On Account Bills" for income tax, security deposit, advance payment made against purchase of materials and recovery against materials issued byFCIL.

(d) The amount admissible shall be paid on the 30th day (or on the next working day if the 30th day happens to be a holiday) after presentation of the bill, after such verification as is considered necessary being made in the meantime and if it is not so paid, interest shall be payable by the Company/Corporation on the amount admissible at the rate of 1% per annum form the 31st day (or from the day following the next working day if the 30th dayhappens to be a holiday).

(e) Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided.

57) Preparation of Final Bills

Final bill shall be prepared only after issuance of provisional completion certificate by the Engineer-in-Charge/Area Manager/General Manager as per Clause No. 55 of GDCC.

58) Payment Withheld

The FCIL may withheld or, on account of subsequently discovered evidence, nullify whole or a part of any certificate to such extent as may be necessary to protect itself from loss on account of:

a. Defective work not remedied.
b. Failure of the contractor to make payments properly to sub-contractorsor for materials or for labour.
c. Damage to the property of another contractor or FCIL.
d. Claims filed or reasonable evidence indicating probable filing of claims.
e. The amount due and payable to FCIL by the contractor on account ofany other contract.
f. The claims arising out of non-fulfillment of any statutory obligation.

59) "On Account" payments Not Prejudicial to Final Settlement

"On Account" payment made to the contractor shall be without prejudice to the final making up of the account and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of work having been executed norof the manner of its execution being satisfactory.

60) Payment to Contractor"s Bank if so desired

The contractor/firm has to furnish all the details of its Bank account number, IFSC etc., to FCIL, which shall be in the same name and style of the contractor/firm to enable to make payments through RTGS/NEFT as FCIL intends to make payments online (i.e. e-Payment).

(a) An authorization in the form of the legally valid documents such as a power of attorney confirming authority on the bank to receivepayments.

(b) His own acceptance of the correctness of the account made out as being due to him by the FCIL, or his signature on the bill or other claim preferred against FCIL, before settlement by the General Manager of the Accounts of Claim by payments to the bank. The receipts given by such banks shall constitute a full and sufficient acquaintance for payment to the contractor. The rules governing the e-transactions will apply.

Receipts for payments made on accounts of a work, when executed by a partnership firm must also be signed by the several partners, except where the contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other persons having authority to give effectual receipts for the firm. The Contractor shall have no claim for any interest of any other compensation with respect to any delay in payment, of his interim or final bills or the refund of his security deposit or in respect of any amounts, which may be FCIL hands owing to any dispute between FCIL and the Contractor.

61) **Payment of Lump sums in Estimate-**When the estimate on which a tender is made includes lump sums in respect of parts of the work, the Contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if part of the work in question is not in the opinion of the General Manager as recommended by the certifying authority of the bills/committee may pay such part of the lump sum entered in the estimate as he may decide and the Certificate in writing of the General Manager shall be final and conclusive against the Contractor with regard to any sum or sums payable to him under the provision of this clause.

62) **<u>FCIL lien on all Moneys Due</u>**

(a) FCIL shall have a lien on and money that may become due and payable to the contractor under these presents, and/or also on and over the deposit or security amount or amount made under the contract and which may become repayable to the contractor under the conditions in that behalf herein contained for or in respect of any debtor sum that may become due and payable to FCIL by the contractor either along or jointly with another or others and either under his or under any other contract or transaction of any nature whatsoever between FCIL and contractor and further that FCIL shall at all times be entitled to deduct the said debt or sum due by the Contractor from the moneys/securities or deposit which may become payable to the Contractor under these presents.

(b) The Company/Corporation reserve the right to carry out post-payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The Company/Corporation further reserve the right to enforce recovery of any overpayment when detected, notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under Condition 125 of this Contract and notwithstanding thefact that the amount of the final bill figures in the arbitration award.

(c) If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the Contract, it shall be recovered by the Company/Corporation from the Contractor or if any underpayment is discovered, the amount shall be duly paid to the Contractor by the Company/Corporation.

(d) Provided that the aforesaid right of the Company/Corporation‟s to adjust overpayments against amounts due to the Contractor under any other Contract with the Company/Corporation shall not extend beyond the period of two years from the date of payment of the final bill or incase the final bill is a MINUS bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the Contractor.

(e) Any amount due to the Contractor under this Contract for underpayment may be adjusted against any amount than due or which may at any time there after become due before payment is made to the Contractor from him to the Company/Corporation on any other Contractor account whatsoever.

SIGNATURE OF TENDERER

63) **Stores Supplied by FCIL**

If the contract provides for the use of any special description of materialsto be supplied from FCIL store, or it is required that the Contractor shall use certain stores to be provided by FCIL, he shall be supplied with such materials and stores as are required from time to time to be used by himfor the purpose of this contract only and the value of the full quantity of materials and stores so supplied at the rates specified in the notice inviting Tender may be set off or deducted from any sums then due; or thereafter to become due to the contract under the contract, or otherwise; or against or form the security deposit. All materials supplied to the contractor shall remain the absolute property of FCIL and shall not on any account be removed from the site of work and shall at all times be open to inspection by the General Manager. Any such material unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to FCIL store, if by notice in writing under his hand, the General Manager shall so require; but the Contractor shall not be entitled to return any such materials without such consent and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him or for any wastage in or damage to any such materials.

64) **Return of FCIL Surplus Materials**

Notwithstanding anything contained to the contrary any or all classes ofthis contract, where any materials for the execution of the contract are procured with the assistance of FCIL either by issue from FCIL"s stocks or purchases under order made, or permits or licenses issued by the Government, the contractor shall hold the said materials as trustee forFCIL and use such materials economically and solely for the purpose ofthe contract, if required by the Executive/Project Engineer all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paidor credited such price as the General Manager/ Engineer shall determine having due regard to the condition of the materials. The price allowed to the Contractor, however, shall not exceed the amount charged to him excluding the storage charges, if any. The decision of the General Manager/Engineer shall be final and conclusive. In the event of any breach of aforesaid conditions, the Contractor shall, in addition to being liable to action for contravention of the terms of License or permits and/or for criminal breach of trust, be liable to FCIL/Government for all moneys advantages or profits resulting or which in the usual course would have resulted to him by reason or such breach.

65) **Consumption of Materials – Basis of Calculation**

After the completion of the work, the consumption of the materials wouldbe checked on the basis of the theoretical calculations as follows:

(a) **Cement:** The theoretical calculation for computation of quantity of cement to be used shall be according to the C.P.W.D"s printed "Statement showing quantity of cement to be used in different items of work."

(b) **Steel:** In case of steel reinforcement, steel used in the work as per design or as authorised by the Engineer including authorised lappages shall be measured. In cases of flats, angles tees, joists etc., however, steel used in the work as per design or as authorised by the General Manager/ Engineer shall be measured. The theoretical quantity of steel required for the work will be measured. The theoretical quantity of steel described above plus 5% wastage due to cutting into pieces and over this theoretical quantity variation of plus/minus 5% shall be allowed due to wastage being more or less.

After allowing variations upto 5% for works upto Rs. 10 Lakhs, 4% for works between Rs. 10 Lakhs and Rs. 25 Lakhs and 3% for works of Rs.25 Lakhs and above for excess or less use of cement and 5% for both excess and less use of steel,. the difference of

theoretical consumption and the total issues, if not returned by the contractor shall be recovered at twice the issue rate mentioned in the notice inviting tender.

66) **Works to be Executed in accordance with specifications,Drawings orders etc.**

The Contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner and both as regards materials and otherwise in every respect in strict accordance with the specification. The Contractor shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed General Manager/ Engineer and lodged in his office and to which the Contractor shall be entitled to have access at such office, or on the work ofthe purpose of inspection during office hours, and the contractor shall if he so requires be entitled at his own expenses to mark or cause to be made copies of the specifications and or all such design, drawings and instructions as aforesaid.

The Contractor shall verify all dimensions shown on the drawings and in case of any doubt obtain required particulars (which may in any way influence his tender) from the General Manager/ Engineer, Figured dimensions on drawings shall supersede measurements by scale and drawings showing details would prevail. Any special directions and specifications or any specific written instructions of the General Manager/ Engineer shall supersede all else.

67) **Alteration in Specifications and Designs do not Invalidate Contracts**

(a) The General Manager/Engineer-in-Charge shall have power to make any alterations, omissions, addition to or substitution from the original specifications, drawings and instructions that may appear to be necessaryor advisable during the progress of the work and the Contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the General Manager/ Engineer and such alterations, omission, additions or substitutions work which the Contractor maybe directed to do in the manner as specified as part of the work shall be carried out by the Contractor on the same condition in all respects on which he agreed to do the work and at the same rates as are specified in the tender for the main work. The time for the completion of the work may be extended by the General Manager/Engineers to the extent considered necessary by him and his decision shall be conclusive and binding as to such extension.

(b) The Defects Liability Period in respect of such items and the relevant part shall be deemed to have commenced from the certified date of completion of such items or the relevant part as the case may be.

(c) For the purposes of ascertaining compensation for delay under condition 53 in respect of any period during which the works are not complete the relevant part will be deemed to form a separate item or group, with date of completions given in the Contract or as extended under Conditions 14 &
15 and actual date of completion as certified by the General Manager/Engineer-in-Charge under this Condition.

68) **Instructions and Notices**

(a) Subjects to otherwise provided in this Contract and notices to be givenon behalf of the company/Corporation and all other actions to be takenon its behalf may be given or taken by the General Manager/Engineer- in-Charge or any officer for the time being entrusted with the functions duties and powers of the General Manager/Engineer-in-Charge.

(b) All instructions, notices and communication, etc., under Contract shall be given in writing and if sent by registered post to the last known place of above or business of the Contractor shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him.

(c) The contractor or his Agent shall be in attendance of the Site(s) during all working hours and shall superintend the execution of the Works with such additional assistance in each trade as the General Manager/Engineer-in-Charge may consider necessary. Orders given to the Contractor‟s Agents shall be considered to have the same force as if they had been given to the Contractor himself.

(d) The General Manager/Engineer-in-Charge shall communicate or confirm his instructions to the Contractor in respect of the execution of work in a Works Site order Book‟ maintained in the office of the General Manager/Engineer-in-Charge and the Contractor or his authorised representative shall confirm receipt of such instructions by signing the relevant entries in this book. If required by the Contractor he shall be furnished a certified true copy of such instruction(s).

69) Duties and Powers of Engineer-in-Charge‟s/General Manager Representatives

The duties of the Representative of the General Manager/Engineer-in- Charge are to watch and supervise the Works and to test and examine any materials to be used or workmanship employed in connection with the Works. He shall have no authority to order any work involving any extra payment by the Company/Corporation or to make any variation in the Works. Notwithstanding further:

(i) The General Manager/Engineer-in-Charge may from time to time in Writing delegate to his Representative any of the powers and authorities vested in the General Manager/Engineer-in-Charge and shall furnish to the Contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the Representative of General Manager/Engineer-in-Charge to the Contractor within the terms of such delegation shall bind the contractor and the Company/Corporation as though it had been given by the Engineer-in- Charge/General Manager.

(ii) Failure of the Representative of the General Manager/Engineer-in-Charge to disapprove any work or materials shall not prejudice to power of the General Manager/Engineer-in-Charge thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.

(iii) If the Contractor shall be dissatisfied with any decision of the Representative of the General Manager/Engineer-in-Charge he shall be entitled to refer the matter to the General Manager/Engineer-in-Charge who shall thereupon confirm, reverse or vary such decision.

70) Rates for Extra Items

If the altered, additional or substituted work or any additional work required to be executed as a result thereof included any class of work for which no rate is specified in this contract and the tender for the original work is percentage below/above a specified Schedule of Rates, the altered, additional or substituted work required as aforesaid shall be chargeable at the rate entered in the said Schedule below/above the tendered percentage, or if the item of work does not exist in the said Schedule them at the rate analyzed on the basis of that Schedule minus/plus the same percentage deduction/addition. If however, such class of work is neither entered in nor can be analyzed on the basis of the said Schedule or if the tenders on item rate basis, then the Contractor shall within seven days of the date of receipt of the order to carry out the work, inform the Engineer/GM of the rate which it is his intention of charge for such class of work and if the Engineer/GM does not agree to this rate and a rate cannot be mutually agreed upon between the Contractor and FCIL, the Engineer/GM shall, by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable provided always that if the Contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly here in before mentioned, then and in such case he shall be entitled to be paid in respect of the work carried out or expenditure incurred by

him prior to the date or the determination of the rates as aforesaid according to such rate or rates shall only be fixed by the Engineer/General Manager.

No deviation from Specifications stipulated in the Contract shall be madeor additional items of work shall be carried out by the Contractor unlessthe rate of such substituted altered or additional items have been approved in writing by the Engineer/General Manager failing which FCIL shall not be liable for any claim on this account.

71) Methods of Measurement

Except where any general or detailed of the work Quantities expressly shows to the contrary, Schedule of Quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the Schedule of Rates/Specification notwithstanding any provision in the relevant Standard Method of Measurement of any general or local custom. In the case of items, which are not covered by the Schedule of Rates/Specification, measurement shall be taken in accordance with the relevant Standard Method of Measurement issued by the Indian Standards Institution.

72) Time limit for Payment of Final Bill

The final bill be submitted by the Contractor within three months of physical completion of the works. No further claims shall be made by the Contractor after submission of the final bill and these be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items of in dispute, for quantities and at rates as approved by Engineer-in-Charge/General Manager, shall be made within the period specified hereunder, the period being reckoned from the date of receipt of the bill by the Engineer-in- Charge/General Manager:

(a) Contract amount not exceeding Rs. 25 lakhs----------Four months
(b) Contract amount exceeding Rs. 25 lakhs----------Six months

73) No Compensation for Alterations in or Restrictions of Work to beCarried out

If any time after the commencement of the work FCIL shall for any reason what so ever not require the whole work there of as specified in the tender to be carried out, the Engineer/General Manager shall give notice in Writing of the fact to the Contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of work in full, but which he did not derive in consequence of full amount of the work not having been carried out neither shall the contractor have any claim for compensation by reasons of any alterations having been made in theoriginal specifications, drawings, designs and instructions which shall involve any curtailment of work originally contemplated.

The Contract shall be paid at Contract rates full amount for works executed at Site and, in addition, a reasonable amount as certified by the General Manager/Engineer-in-Charge for the Items there under mentioned which could not be utilised on the work to the full extent because of the foreclosure:

a. Any expenditure incurred on preliminary sitework, e.g. temporary access roads temporary lobour huts, staff-quarters and site office; storage accommodation and water storage tanks.

b. The Company/Corporation shall have the option to take over Contractor"s materials or any part thereof either brought to site or of which the Contract is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work), provided, however, the Company/Corporation shall be bound to take over the materials or such portions thereof as the Contractor does not desire to retain. For materials taken over or to be taken over by the Company/Corporation cost of such materials shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whist in the custody of the Contractor.

c. For Contractor‟s materials not retained by the Company/Corporation,reasonable cost of transporting such materials from Site to Contractor‟s permanent stores or to his other Works, Whichever is less. If materials are not transported to either of the said places no cost of transportation shall be payable. If any material supplied by the Company/Corporation are rendered surplus, the same except normal wastage shall be returned by the Contractor to the company/Corporation at rate not exceedingthose at which these were originally issued less allowance for any exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to the Company/Corporation stores. if so required by the Company/Corporation.

d. Reasonable compensation for transfer of T.&P. from site to contractor‟s permanent stores or to his other Works, whichever is less. if T.&P. arenot transported stores or to his other Works, whichever is less. If T&Pare not transported to either of the said places, no cost of transportation shall be payable.

74) **Termination of Contract due to Death of Contractor/Partner**

a. If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the contractor is a partnership concern and one of the partners dies then unless the Accepting Authority is satisfied that the legal representative of the individual Contractor or the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract, the Accepting Authority shall be entitled to cancel the contract as to its in completed part without the Company/Corporation being in any way liable to payment of any compensation to the estate of the deceased contractor and/or to the surviving partners of the Contractor‟s firm on account of the cancellation of the contract. The decision of the Accepting Authority that the legal representatives of the deceased Contractor or the surviving partners of the Contractor‟s firm cannot carry out and complete the Contract shallbe final and binding on the parties. In the event of such cancellation the Company/Corporation shall not hold the estate of the decease Contractor and/or the surviving partners of the contractor‟s firm liable fordamages for not completing the contract.

b. The Contractor shall, if require by the Engineer-in-Charge/General Manager, furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable in the event of enclosure of contract in full or in part due to abandonment or reduction in scope or work.

75) **Action and Compensation Payable in case of Bad Work**

If it shall appear to the Engineer/General Manager or his subordinate in charge of the work, the any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, the Contractor shall on demand in writing from the Engineer/GM specifying the work, material articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be remove the materials or articles so specified and provided other and suitable materials or articles at his own cost, and in the event of his failing to do so within a period to be specified by the Engineer/GM in his demand aforesaid, then the Contractor shall be liable to pay compensation at the rate of one percent of the amount of the estimate for every day not exceeding ten days, while his failure to do so

shall continue and in the case of any such failure the Engineer/GM may rectify or remove, and re-execute the work or remove and replace with others the materials or articles complained of , as the case may be at the risk and expenses (of the Contractor) in all respects.

76) **Site/Land Occupied to be Handed over Back**

The Contractor shall not be permitted to enter on (other than for inspection purposes) or take possession of the site until instructed to do so by the General Manager/Engineer-in-Charge in writing. The portionof the site to be occupied by the contractor shall be defined and/or marked on the site plan, failing which these shall be indicated by the General Manager/Engineer-in-Charge at site and the Contractor shallon no account e allowed to extend his operations beyond these areas.In respect or any land allotted to the contractor for purposes of or in connection with the contract, the contractor shall be a licencee subject to the following and such other terms and conditions as may be imposed by the licensor:

(a) that such use or occupation shall not confer any right of tenancy of the land to the contractor.

(b) that the contractor shall be liable to vacate the land on demand by the General Manager/Engineer-in-Charge.

(c) that the contractor shall have no right to any construction over thisland without the written permission of the General Manager/Engineer-in- Charge. In case, he is allowed to construct any structure he shall have to demolish and clear the same before handing over the completed work unless agreed to the contrary.

77) **Contractor to Maintain Site as Required**

The Contractor shall provide, if necessary or if required on the Site, all temporary access there to and shall alter, adapt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and as and when ordered by the General Manager/Engineer-in-Charge and make good all damage done to the Site.

78) **Setting out the works**

The General Manager/Engineer-in-Charge shall supply dimensioned drawings, levels and other information necessary to enable the Contractor to set out the Works. The Contractor shall provide all labour and setting out apparatus required and set out the Works and be responsible for the accuracy of the same. He shall amend at his own cost and to the satisfaction of the General Manager/Engineer-in-Charge any error found at any stage which may arise through inaccurate setting out unless such error is based on incorrect data furnished in writing by the General Manager/Engineer-in-Charge in which case the cost of rectification shall be borne by the Company/Corporation. The Contractorshall protect and preserve all benchmarks used in setting out the Works till end of the Defects Liability period unless the General Manager/Engineer-in-Charge directs their earlier removal.

79) **Watching and Lighting**

The Contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by the General Manager/Engineer-in-Charge for the protection of the work or for the safety and convenience of those employed on the Works orthe public.

80) **Work to be Open to Inspection**

All work under or in course of execution or executed in pursuance ofthe contract shall at all times be open to the inspection and supervision of the GM/Engineer and his subordinates and the Contractor shall at all times during the unusual working hours and as all other times at which reasonable notice of intention of the GM/Engineer or his subordinate to visit the works shall have been given to the

Contractor either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the Contractor‟s Agent shall be considered to have the same force as ifthey had been given to the Contractor himself. Departmental officers concerned with the contract shall have powers at any time to inspect and examine any part of the Works and the Contractor shall give such facilities as may be required for such inspection and examination.

81) **Notice to be given before Work is Covered up**

The Contractor shall not give less than five days notice in Writing to the GM/Engineer or his subordinate incharge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the GM/Engineer or his subordinate in charge of the work and if any work shall be covered up or placed beyond reach of measurement and work without such notice having been given or consent obtained the same may be uncovered at the Contractor‟s expense, or in default thereof no payment or allowance shall be made for such work or the materialswith which the same was executed.

82) **Contractor‟s Supervision**

The Contractor shall either himself supervise the execution of the Works or shall appoint a competent agent approved by the General Manager/Engineer-in-Charge to act in his stead. If in the opinion of the General Manager/Engineer-in-Charge the Contractor has himself not sufficient knowledge and experience to be capable of receiving instructions or cannot give his full attention to the works, the Contractor shall, at his own expenses, employ as his accredited agent an engineerapproved by the General Manager/Engineer-in-Charge orders given to the Contractor‟s agent shall be considered to have the same force as if these had been given to the Contractor himself. If the contractor fails to appoint a suitable agent as directed by the General Manager/Engineer- in-Charge, the General Manager/Engineer-in-Charge shall have full powers to suspend the execution of the Works until such date as a suitable agent is appointed and the Contractor shall be held responsible for the delay so caused to the Works.

83) **Liability for Damage, Defects or Imperfections and Rectification thereof:-** If the Contractor or his workmen or employees shall injureor destroy any part of the building in which they may be working or

any building, road, fence, enclosures, water pipes, cables, drains, electric or telephone posts or wires, trees, grass, grasslands or any other property, cultivated grounds or for any contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress for any cause whatsoever the Contractor shall upon receipt of a notice in writing in that behalf make the same good at his own expense. If it shall appear to the General Manager/Engineer-in-Charge or his Representative at any time during construction or re-construction or prior to the expiration of the Defects liability Period that any work has been executed with unsound, imperfect or unskillful workmanship or that any materials or articles provided by the Contractor for execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the Contract, or that any defect, shrinkage or other faults have appeared in the work arising out of defective or improper materials or workmanship the Contractor shall, upon receipt of a notice in writing in that behalf from the General Manager/Engineer-in-Charge forthwith rectify or remove and re- construct the

work so specified in whole or in part, as the case may require or as the case may be and/or remove the materials or articles so specified and provide other proper and suitable materials or all articles at his own expense, notwithstanding that the same may have been inadvertently passed, certified and paid for and in the event of his failing to do so within the period to be specified by the General Manager/Engineer-in-Charge in his notice aforesaid, the General Manager/Engineer-in-Charge may rectify or remove and re execute the work and or remove and replace with others the materials or articles complained of, as the case may be by other means at the risk and cost of the Contractor.

In case of repairs and maintenance works, splashes and droppings from white washing, painting, etc. shall be removed and surfaces cleaned simultaneously with completion of these items or work in individual rooms quarters or premises, etc. where the work is done, without waiting for completion of all other items of work in the Contract, In case the Contractor fails to comply with the requirements of this condition, the General Manager/Engineer-in-Charge shall have the right to get the work done by other means at the cost of the Contractor. Before taking such action however, the General Manager/Engineer-in- Charge shall give three days notice in writing to the Contractor.

84) **Urgent Works**

If any Urgent Work (in respect whereof the decision of the General Manager/Engineer-in-Charge shall be final and binding) becomes necessary and the Contractor is unable or unwilling at once to carry it out, the General Manager/Engineer-in-Charge may by his own or other work people carry it out the General Manager/Engineer-in-Charge may by his own or other work people carry it out as he may consider necessary. If the Urgent Work shall be such as the Contractor is liable under the Contract to carry out at his expense, all expenses incurredon it by the Company/Corporation shall be recoverable from the Contractor and be adjusted or set off against a sum payable to him.

85) **Contractor to Supply all Plant Ladders, Scaffolding etc.**

The Contractor shall supply at his own cost all material (except such special materials, if any as may is accordance with this contract be supplied from FCIL‟s Stores), Plants tools, appliances, implement ladders, cordage, tackles, scaffolding, shuttering, centering and temporary works requisite or necessary for the proper execution of the work, whether original, altered or substituted, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not or which may be necessary for the purpose of satisfying or complying with requirements of the GM/Engineer as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work.

The Contractor shall also supply without charge the requisite number ofpersons with the means and materials, necessary for the purpose of setting out of works and counting weighing and assisting in the measurement or examination at any time and from time of the work or materials. Failing his so doing, the same may be provided by the GM/Engineer at the expense of the Contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The Contractor shall be entirely responsible for the true and perfect setting out and for the correctness of all levels, dimension, alignments etc. of all parts of the work. If at any time any errors shall appear in any part of the work, the Contractor shall, at his own cost, rectify such errors to the satisfaction of the GM/Engineer. The Contractor shall also provide all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defence of every unit, action or other proceedings of law that may be brought by any person for injury sustained

owing to neglect of the above precautions to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such persons or which may with the consent of the Contractor be paid to compromise any claim by any such person.

86) Inspection and Approval

All works embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice to the General Manager/Engineer-in-Charge or his authorized representative when each stage is ready. In default of such notice, the General Manager/Engineer-in-Charge shall be entitled to appraise the quality and extent thereof.

87) Record and Measurement of Work

The General Manager/Engineer-in-Charge shall, except as otherwise stated, ascertain and determine by measurement the value in accordance with the Contract of work done in accordance therewith. All items having a financial value shall be entered in Measurement Book, level book, etc. prescribed by the Company/Corporation so that a complete record is obtained of all work performed under the Contract. Measurement shall be taken jointly by the General Manager/Engineer- in-Charge or his authorized representative and by the Contractor or his authorised representative.

Before taking measurements of any work the General Manager/Engineer-in-Charge or the person deputed by him for the purpose shall give a reasonable notice to the Contractor. If the Contractor fails to attend or sent an authorised representative for measurement after such a notice or fails to countersign or to record the objection within a week from the date of measurement, than in any such event measurement taken by the Engineer in Charge/General Manager or by the person deputed by him shall be taken to be correct measurement of the work.

The Contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurement.

Measurements shall be signed and dated by both parties each day on the Site on completion of measurement. If the Contractor objects to any of the measurements recorded on behalf of the Company/Corporation a note to that effect shall be made in the Measurement Book against the item objected to and such note shall be signed and dated by both parties engaged in taking the measurements.

88) Labour Employed and Regulations

The Contractor shall employ labour in sufficient numbers either directly or through sub-contractors to maintain the required rate or progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the General Manager/Engineer-in- Charge. The Contractor shall not employ in connection with the works any person who has not completed his eighteen years of age. The Contractor shall furnish to the General Manager/Engineer-in- Charge at the intervals mentioned in Schedule-B a distribution return of he number and description by trades of the work/people employed on the Works. The Contractor shall also submit on the 4^{th} and 19^{th} of everymonth to the General Manager/Engineer-in-Charge a true statement showing in respect of second half of the preceding month and the first half of the current month (i) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (ii) the number of female workers who have been allowed Maternity Benefit as providedin the Maternity Benefit Act, 1961 or Rules made there under and the amount paid to them.

The Contractor shall pay to labour employed by him either directly or through sub-contractors wages not less than fair wages as defined in the Contractor‟s Labour Regulations.

The Contractor shall in respect of labour employed by him either directly or through sub-contractors comply with or cause to be complied with the Contractor‟s Labour Regulations in regard to all matters provided therein.

The Contractor shall comply with the provisions of the payment of Wages Act, 1936 Minimum Wages Act, 1948, Employers‟ Liability Act 1938 Workman‟s Compensation Act, 1923, Industrial Disputes Act, 1947 Maternity Benefit Act, 1961 and Mines Act, 1952, Employees Provident Fund Act, Factories Act Apprentices Act and contract labour (Regulation & Abolition) Act, or any modifications thereof or any other law relating there to and rules made there under from time to time.

The Contractor shall be liable to pay his contribution and the employees‟ contribution to the state Insurance Schemes in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "The Employees State Insurance Act, 1948" as amended from time to time. In case the contractor fails to submit full details of his account of labour employed and the contribution payable, the General Manager/Engineer-in-Charge shall recover from the running bills of contractor an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.

The General Manager/Engineer-in-Charge shall on a report having been made by an inspecting officer as defined in the contractor‟s Labour Regulations have the power to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the condition of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the contract or non-observance of the said Contractor‟s Labour Regulations.

The Contractor shall indemnify the Company/Corporation against any payments to be made under and for observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub- contractors.

In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid Contractor‟s Labour Regulations, as amended from time to time, or furnishing any information or submitting or filling any Form/Register/Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting Officers as defined in the Contractor‟s Labour Regulation, the Contractor shall without prejudice to any other liability pay to the company/Corporation a sum not exceeding Rs.50 as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the General Manager/Engineer-in-Charge and in the event of the Contractor‟s default continuing in the respect the liquidated damages may be enhanced to Rs 50 per day for each day of default subject to a maximum ……..% of the estimated cost of the Works put to tender. The General Manager/Engineer-in-Charge shall deduct such amount form bills or security of the Contractor and credit the same to the Welfare Fund constituted under Regulations. The decision of the General Manager/Engineer-in-Charge in this respect shall be final and binding.

89) **Statutory Records of Payments:-** Contractor shall maintain proper statutory records of payments under above acts, rules and regulations and all the payments shall be witnessed

by Area Manger or his representative.

90) **Maintenance of Account**: The contractor shall have to keep proper accounts and maintain registers and other documents as may be required from time-to-time under all statutory Acts and Laws, etc. He shall be liable to make payments to his employees and labours engaged by him under various statutory Acts and rules for the purpose.

91) **PF Registration and Account No.:-** Every Tenderer shall give his P.F. Account No. registered with Regional Provident Fund Commissioner under the relevant Act. In case the Tenderers do not have P.F. Account No. allotted, they shall take action/apply for allotment of P.F. Account No. to the R.P.F. commissioner Office and should submit their PF No. before award of Work Order.

The contractor should invariably submit the challans for statutory payments remitted to the authorities such as PF, EDLI charges and group insurance policies within time. The inspection reports from the PF authorities should also be deposited with the FCIL within 15 days of the receipt of the report.

92) **Model Rules for Labour Welfare**

The Contractor shall at his own expense comply with or cause to be complied with Model Rules for Labour Welfare (Appendix C Part B) or rules framed by Government from time to time for the protection of health and for making sanitary arrangement for workers employed directly or indirectly on the Works. In case the Contractor fails to make arrangements as aforesaid the General Manager/Engineer-in-Charge shall be entitled to do so and recover the cost there of from the Contractor.

93) **Safety Code**

The Contractor shall at his own expense arrange for the safety provisions as appended to these conditions (Appendix C, part A) or as required by the General Manager/Engineer-in-Charge in respect of all labour directly or indirectly employed for performance of the Works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangement and provide necessary facilities as aforesaid the General Manager/Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor.

Failure to comply with Model Rules for Labour Welfare Safety Code or the Provision relating to report on accident and to grant maternity benefits to female workers shall make the Contractor liable to pay to the Company/Corporation as liquidated damages an amount not exceeding Rs. 50for each default or materially incorrect statement. The decision of the General Manager/Engineer-in-Charge in such matters based on reports from the Inspecting Officers as defined in the Contractor‟s Labour Regulation as appended to these conditions shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the Contractor.

Contractor is also bound to comply with mines act 1952, rules, regulations and byelaws made there under from time to time.

94) **Provision for Workmen‟s Compensation Act**

In every case in which by virtue of the provision of Section 12, sub- section (1) of the Workmen‟s Compensation Act, 1923 or any other law for the time being force, FCIL is obliged to pay compensation to workmen employed by the Contractor. In execution of the Works, FCIL will recover from then Contractor the amount of the compensation so paid, and, without prejudice to the rights of FCIL under Section 12,

sub-section (2) of the said Act, or any other law for the time being in force FCIL shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by FCIL to the contractor whether under this contract or otherwise FCIL shall not be bound to contest any claim made against it under Section 12, sub- section (1) or the said Act or any other law for the time being in force, except on the written request of the Contractor and upon his giving to FCIL full security for all costs for which FCIL might become liable in consequence of contesting such claim.

95) **FCIL not Responsible for Contractor‟s Employees**

The Contractor may employ such employees as he may think fit, and the employees so employed shall be the employees of the Contractor, for all purposes whatsoever and shall not be deemed to be in the employment of FCIL for any purpose whatsoever. The Contractor shall abide by all rules laws and regulations that may be in force from time totime regarding the employment or conditions of service of the employees. If under any circumstances whatsoever, FCIL is held liable or responsible in any manner whatsoever, for the default or omissionon the part of the Contractor in abiding by the aforesaid rules, laws and regulations or is held liable or responsible to the employees of the Contractor in respect of any matter whatsoever. FCIL shall be reimbursed by the Contractor for the same as also any other expense or costs incurred by FCIL in any proceeding or litigation, as a result of any claim, demand or act on the part of the employees of the Contractor FCIL shall be entitled to claim damages or compensation from the Contractor in that event.

96) **Contractor‟s Responsibility for the manner of Execution of Work** The Contractor shall be solely responsible for the manner and themethod of executing the work, the work shall be subject to the approvalof General Manager/Engineer from time to time for determination of thequestion whether the work is executed by the Contractor in accordancewith the contract.

97) **Contractor‟s Liability and Insurance**

From commencement to completion of the Works, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage and to minimize loss damage to the greatest extent possible and shall be liable for and damage or loss that may happen to the Works or any part thereof and all Company‟s/Corporation‟s T.& P. from any cause whatsoever
(save and except the Excepted Risks) and shall at his own cost repair and make good the same so that at completion, the works and all Company‟s/Corporation‟s T.& P. shall be in good order and conditional and in conformity in every respect with the requirements of the Contract and instructions of the General Manager/ Engineer-in-Charge.

(a) In the event of any loss or damage to the Works or any part thereof to any T&P or to any material or articles at the Site from any of the Excepted Risks the Following provisions shall have effect:

a. the contractor shall, as may be directed in writing by the General Manager/Engineer-in-Charge remove from the Site any debris and so much of the Works as shall have been damaged, taking to the Company‟s/Corporation‟s store such Company‟s/Corporation‟s T.& P, articles and/or materials as may be directed;

b. the Contractor shall, as may be directed in writing by the GeneralManager/Engineer-in-Charge, proceed with the erection and completion of the Works under and in accordance with the provisionand conditions of the contract; and

c. there will be added to the Contractor sum, the net amount due, ascertained in the same manner as for deviations, or as prescribed for payment, in respect of the re-execution of the Works lost or damaged, the replacement of any T & P and of any materials and articles lost or damaged but not incorporated in the works on the day when the loss or damage occurred and the removal by the Contractor as provided above of Company‟s/Corporation‟s T & P articles and/or materials to the Company‟s/Corporation‟s store and of debris and damaged works referred to therein and the compensation paid by him, under and lawfor the time being in force, to any workmen employed by him for any injury caused to him or to the workmen‟s legal successors for loss ofthe workmen‟s life.

(b) Provided always that the contractor shall not be entitled to payment under the above provision in respect of so much loss or damage ashas been occasioned by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage or minimise the amount of such loss or damage.

(c) Where Company‟s/Corporation,,s building or a part thereof is rented by the Contractor he shall insure the entire building if the building or any part there of is used by him for the purpose of storing or using materials of combustible nature, as to which the decision of the General Manager/Engineer-in-Charge shall be final and binding.

(d) The Contractor shall indemnify and keep indemnified the Company/Corporation against all losses and claims for injuries or damage to any persons or any properly whatsoever which may arise out of or in consequence of the construction and maintenance of the Works and against all claims, demands proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. PROVIDED always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Company/Corporation against compensation or damage caused by the Excepted Risks.

(e) Before commencing execution of the works, the Contractor shall, without in any way limiting his obligations and responsibilities under this Condition, insure against any damage, loss or injury which may occur to any property (excluding that of the company/Corporation by including the company‟s/Corporation‟s building rented by the Contractor wholly or in a part any part of which is used by him for storing combustible materials), or to any person (including any employee of the Company/Corporation) by or arising ort of carrying out of the contract.

(f) The Contractor shall at all times indemnify the Company/Corporation against al claims, damages or compensation under the provisions of Payments of Wages Act, 1936 Minimum Wages Act, 1923 Industrial Disputes Act, 1947 and the Maternity Benefit Act, 1961, Employees Provident Fund Act, Factories any Apprentices Act and Contract Labour (Regulation & Abolition) Act or any modifications or

amendments thereof or any other law relating thereto and rules made thereunder from time to time or as a consequence of any accident or injury to any workman or other persons or not, save and except where such accident or injury has resulted from any act of the Company/Corporation, his agent or servants, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any claim. Without limiting his obligations and liabilities as above provided, the Contractor shall insure against all claims, damages or compensation payable under the Workmen"s compensation Act, 1923 or any modification thereof or any other law relating thereto.

(g) The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the General Manager/Engineer-in-Charge has agreed to their cancellation.

(h) The Contractor shall prove to the General Manager/Engineer-in- Charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the defects liability period.

(i) The contractor shall ensure that similar insurance policies are taken out by his sub-contractors (if any) and shall be responsible for any claims or losses to the Company/corporation resulting form their failure toobtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his sub-contractors (if any) as the case may be, the relevant policy or policies and premium receipt as and when required by the Engineer-in-Charge.

(j) If the Contractor and/or his sub-contractors (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the contract then and in any such case the company/Corporation may, without being ground to, effect and keep in force any such insurance and pay such premium or premiums as may b necessary for that purpose and from time to time deduct the amount so paid by theCompany/Corporation form any moneys due or which may becomedue to the contractor or recover the same as a debt due from the Contractor.

(k) Every Contractor shall be required to obtain a comprehensive Insurance policy from any Insurance Co. which should cover all the labours/employees of contractor deployed by the contractor at FCIL"s Mines/Grinding sites while working as a Contractor with FCIL. The policy should be for the entire period of Contract and cover for all accidents and able to meet all Statutory Requirements.

In case the contractor does not submit the policy within 15 days of acceptance of job order, the FCIL shall obtain the policy from Insurance Co. and deduct the insurance premium paid from Contractor"s first bill.

98) **Sums payable by way of Compensation without reference toActual Loss:**

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of FCIL without reference of the actual loss ordamage sustained and whether or not any damage shall have been sustained.

99) **Action where no Specifications**

In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the the specifications of CPWD, 1967 or the instructions and requirements of the Engineer/General Manager.

100) **Contractor"s Percentage applied to Gross Amount of Bills**

In case the contract is at a percentage below/above a specified schedule, the percentage referred to in the tender will be deducted from or added to the gross amount of the bills for work done.

101) Materials Obtained from Dismantlement and Excavation, etc.

All materials (e.g., stone, boulders, etc.) obtained in the work of dismantling, excavation, etc. shall be the property of FCIL and may be issued to the contractor (if he requires the same for the work) at rates approved by the Engineer/ General Manager/Area Manager.

102) Treasure Trove, Foscils, etc.

All foscils, coins, articles of value of antiquity and structure and other remains or things of geological or archaeological interest discovered on the Site shall be the absolute property of the Company/Corporation and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint the General Manager/Engineer-in-Charge with such discovery and carry out the Engineer-in-Charge‟s/General Manager directions as to the disposal of the same at the expense of the Company/Corporation.

103) Protection of Trees

Trees designated by the Engineer-in Charge/GM shall be protected from damage during the course of the Works and earth level within one meter of each such tree shall not be changed. Such trees shall be protected by providing temporary fencing, where necessary.

104) Cleanliness of Site

The contractor shall keep the site clean and free from rubbish to the satisfaction of the Engineer/Area Manager /General Manager. All surplus materials, rubbish etc. will be removed to places fixed by the Engineer/ Area Manager/General Manger and nothing extra will bepaid for it.

105) Site-Drainage

All water which may accumulate on the Site during the progress of the Works, or in trenches, and excavation, from other than the Excepted Risks shall be removed from the Site to the satisfaction of the General Manager/Engineer-in-Charge and at the contractor‟s expense.

106) Inconvenience to the Public

The Contractor shall not deposit material on any site, which may cause inconvenience to the public. The Engineer/Area Manager may require the Contractor to remove any materials which are considered by him to be a danger or inconvenience to the public or other Corporation‟sworks or cause these to be removed at the Contractor‟s cost.

107) Nuisance

The Contractor shall not at any time do, cause or permit any nuisance on the Site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupiers of other properties near the Site and to the Public generally.

108) Contractor to pay for Water required for Work

The contractor shall make his own arrangements at his own cost for the water required for the execution of the contract. If the water required for the execution of the contract is supplied by FCIL to the contractor at any stage of the execution of this contract, FCIL shall charge and recover from the contractor for water supplied at actual cost plus 10% of actual cost.

109) **Delay in Supplying Materials**

Owing to difficulty in obtaining certain materials in the open market, FCIL may decide to supply materials at usual issue rates. There maybe delay in obtaining the materials by FCIL and the Contractor is,therefore, required to keep himself in touch with the Engineer regardingthe position in respect of the supply of materials, from the Engineer. FCIL will not in any event, be responsible or liable to the Contractor for any delay in supply of materials.

110) **Employment of Certified Plumbers**

Certified plumbers shall be employed by the Contractor on all Public Health Engineering Works including sewers, filtered and unfiltered mains and water supply and sanitary fittings and fixtures.

111) **Employment of Licensed Electrical Engineer/Foreman**

The Contractor shall employ a Licensed Electrical Engineer/Foreman to supervise all electrical installation work.

112) **Cleaning, Filling and Levelling of Site**

The site shown on the layout plan shall be cleared of all obstructions, loose, stones, materials, rubbish of all kind as well as brushwood. All holes or hollow whether originally existing or produced by removal of loose stones or brush wood shall be carefully filled up with earth rammed and leveled off as directed by the Engineer. The Contractor will not be entitled to any extra payment in this regard.

113) **Contractor to Comply with all Laws etc.**

The Contractor shall be responsible to secure compliance with all Central and State Laws as well as the Rules, Regulations, bylaws and orders of the local authorities and Statutory Bodies as may be in force from time to time. He shall give to the Municipal Corporation/Committee, police and other relevant authorities all such notices, etc. as may be required by law and obtain all requisite licencesfor temporary constructions, enclosures, etc. and pay all fees, taxes and such other dues or charges which may be leviable etc.and pay all fees taxes and such other dues or charges which may be leviabel on account of any of his operations in executing the works under this contract. He shall make good, at his own cost, any damage to any adjoining property.

114) **Contractor to Make and Maintain Approaches etc.**

Any temporary bypasses, approaches, services roads, etc. which the Contractor may consider necessary for the execution of the works under this contract shall have to be made and maintained by him at his cost and no extra payment or compensation shall be payable to him on this account. All such temporary bypass, approaches service roads, etc. Constructed by the Contractor shall be available for use by FCIL without any extra payment.

115) **Contractor to Submit Programme of Construction**

The Contractor shall submit to the Engineer in advance of commencement of work, his programme of construction and get the same approved by the Engineer. The programme of construction should adequately provide for progress of execution of work to achieve completion within the stipulated period of time. The contractor shall strictly adhere of this approved programme to ensure that the progress of work is satisfactory and also to enable his activities to be properly co-ordinate with the activities of other Contractors (if any) installing the services.

As soon as possible after the Contract is concluded the General Manager/Engineer-in-Charge and the Contractor shall agree upon a Time an Progress Chart. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the work. It shall indicate the forecast of the dates of commencement and completion of various trades or sections of the work land may be amended as necessary by agreement between the General Manager/Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract

documents and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work exceeds on e month(save for special jobs) complete 1/8th of the whole of the work before ¼th of the whole time allowed in the contract has elapsed; 3/8th of the work before one half of such timed has elapsed and ¾th before ¾th of such time has elapsed.

116) **Contractor to be Liable for All Taxes etc.**

The rates specified in the tender should be inclusive of sales-taxes, toll,customs, duty of any kind, service tax, fees, royalty or nagacommission in respect of the contract. The Contractor shall indemnify FCIL against levy of any taxes etc. in regard to this contract and in the event of FCIL being assessed for any of the said imports, the FCIL shall have the right to recover the total amount so assessed from the Contractor"s dues and the Contractor shall also be responsible for all costs of expenses that may be incurred by FCIL in connection with any proceedings or limitation in respect of the same. In respect of employees Provident Fund Scheme applicable to the contractors Employees and Employees State Insurance Scheme, necessary deduction will be made from the contractor"s bill if applicable and FCIL will have no obligation to pay any compensation on this account to the contractor.

117) **Assignment or Subletting of contract**

The contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission of the FCIL. Any breach of this condition shall entitle the FCIL to determine the contract under clause 63 of these conditions and also render the Contractor liable for payment to FCIL in respect of any loss or damage arising or ensuing from such cancellation. Provided always that execution of the works by petty contract under the direct and personal supervision of the Contractor or his agent shall not be deemed to be subletting under this clause. The permitted subletting of work by the Contractor shall not establish any contractual relationship between the Sub-contractor and the FCIL and shall not relieve the contractor of any responsibility under the contract. In the event of sufficient dues not being available to reimburse FCIL for the expenditure incurred by it for the above the Contractor shall reimburse FCIL for the same.

118) **Contractor to Remove Unsuitable Employees**

The Contractor shall, on instructions of the Engineer/ General Manager immediately dismiss from the works any person employed thereon who may misbehave or cause any nuisance or be otherwise, in the opinion of the General Manager, is not a fit person to be retained on the work and such person shall not be again employed or allowed on the works without the prior written permission of the Engineer/General Manager.

119) **Handing over of Works**

The Contractor shall be bound to hand over he works executed under the contract to FCIL complete in all respect to the satisfaction of the General Manager/Engineer. The Engineer shall determine the dateon which the work is considered to have been completed, in supportof which his certificate shall be regarded as sufficient evidence for all purposes.

120) **Maintenance of Works**

The Contractor shall at all times during the progress and continuanceof the works and also for the period of maintenance, which period shall ordinarily be six months and after the date of passing of the certificate of completion by the General Manager/Engineer or any other earlier date subsequent to the completion of works that may be fixed by General Manager/Engineer, be responsible for and effectually maintain and uphold in good, substantial, sound and perfect conditions all and every part of the works and shall make good from time to time and atall times as often as the General Manager/Engineer shall require, any damage or defect that may during

the above period arise in or be discovered or be in any way connected with the works, provided that such damage or defect is not directly caused by errors in contract documents, acts of providence or instruction or civil riot and the contractor shall be liable of and shall pay and make good to the FCIL or the persons legally entitled thereto whenever required by the Area Manager/General Manager so to do, all losses/damages, costs and expenses they or any of them may incur or be put or be liable to by reason or in consequence of the operations of the Contractor or if his failure in any respect.

121) **Refund of Security Deposit**

The total security deposit shall become due and shall be paid to the Contractor after the expiration of the period of the maintenance, specified in the tender reckoned from the date on which the General Manager/Engineer shall have passed the certificate of completion comprising whole of the works to be done under the provisions of the contract, or any other earlier date subsequent to the completion of the whole of such works that may be fixed by FCIL in this behalf, provided that all the stipulations of this clause have been fulfilled by the Contractor and all clauses and demands made in respect of damage or loss by, from or in consequence of the works have been finally satisfied; provided further that in the event of different maintenance periods having become applicable to different parts of the works pursuant to clause 121 of these conditions the expression "expiration of the period of maintenance" shall for the purpose of this clause bedeemed to mean the expiry of the latest of such periods.

122) **Determination of Contract owing to Default of Contractor**

(I) If the Contractor Should:

i. become bankrupt or insolvent, or
ii. make an arrangement with or assignment in favour of his creditors, or agree to carry out contract under a committee or Inspection of his creditor, or
iii. being a Company or Corporation go into liquidation (other than a voluntary liquidation for the purpose of amalgamation reconstruction), or
iv. have an execution levied on his goods or property on the works, or
v. assign the contract or any part thereof otherwise than as provided in Clause 118 of these conditions, or
vi. abandon the contract or
vii. persistently disregard the instructions of the GM/Engineer or contravene any provision of contract, or
viii. fail to adhere to the agreed programme of work, or
ix. fail to remove materials from the site or to pull down and replace work after receiving from the GM/Engineer notice to the effect that the said materials or works have been condemned or rejected, or
x. fail to take steps to employ competent or additional staff and labour as required under clauses 89,93 of these conditions, or
xi. fail to afford the General Manager or his Representative proper facilities for inspecting the works or any part thereof as required under clauses 81,87of these conditions or
xii. promise, offer or give any bribe commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the FCIL or to any person on his or on their behalf in relation to the execution of this or any contract with the FCIL then and in any of the said causes, the GM/Engineer on behalf of the FCIL may serve the Contractor with a notice in writing to that effect. If the Contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far as th same is capable of being made good and carry on the work or comply with such directions as aforesaid to the entire satisfaction of the Area Manager/General Manager, FCIL shall be entitled after giving 48 hours notice in writing under the hand of the General Manager to remove the Contractor from the whole or any portion or portions (as maybe specified in such notice) of the works without thereby avoiding the contract or releasing the Contractor from any of his

obligations or liabilities under the contract and adopt any or several of the following courses;

i. to rescind the contract of which rescision notice in writing to the Contractor under the hand of the General Manager/Engineer shall be conclusive evidence, in which case the security deposit of the contractor shall stand forfeited to the FCIL without prejudice to the FCIL‟s right to recover from the Contractor any amount by which the cost of completing the works by any other agency shall exceed the value of the contract.

ii. to carry out the works, or any part thereof, by the employment of the required labour and materials, the costs of which shall include lead, lift, supervision and all incidental charges, and to debit the Contractor with such costs, the amount of which as certified by the Engineer shall be final an d binding upon the Contractor, and debit the Contractor with the value of the works done as if the works had been carried out by the Contractor under the terms of the contract and the certificate of the Area Manager/General Manager in respect of the amount to be debited to the contractor shall be final and binding upon the Contractor.

iii. to measure up the work executed by the contractor and to get the remaining work completed by another Contractor at the risk and expenses of the Contractor in all respects in which case any expenses that may be incurred in excess of the sum which would have been paid to the Contractor if the works had been carried out by him under the terms of the contract, the amountof which exceeds as certified by the Engineer shall be final and binding upon the Contractor shall be borne and paid by the contractor and maybe deducted from any moneys due to him by FCIL under the contract or otherwise or from his security deposit. Provided always that in any case in which any of the powers conferred upon the FCIL by sub-clause (i) of clause 123hereof shall not be excised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the Contractor for which his liability of past and future shall remain unaffected.

(II) Right of FCIL after rescission of contract owing to default of Contractor, in the event of any or several of the courses referred to in sub-clause (1) of this clause, being adopted;

i. the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any work thereto actually performed under the contract, unless & until the Area Manager/ General Manager shall have certified the performance of such work and the value payable in respect thereof andthe contractor shall only be entitled to be paid the value so certified.

ii. the General Manager or his Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings, on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion ofthe works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.

iii. the Area Manager/General Manager shall, as soon as may be practicable after removal of the Contractor fix and determine ex-parteor by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or

institute and shall certify what amount (if any) had at the time of rescision of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work actually done by him under the contract and what was the value of any unused, or partially used materials any constructional plant and any temporary works upon the site.

iv. FCIL shall not be liable to pay to the Contractor any moneys on account of the contract until the expiration of the period of maintenance and thereafter until the costs of completion and maintenance, damages for delay in completion (if any) and all other expenses incurred by the FCIL have been ascertained and the amount thereof certified by the Area Manager/General Manager. The Contractor shall then be entitled to receive only such sum or sums if any as the Area Manager/General Manager may certify would have been due to him upon due completion by him/after deducting the said amount, but if such amount shall exceed the sum which would have been payable to the Contractor,then the Contractor shall upon demand pay within 30 days to the FCIL the amount of such excess and it shall be deemed a debt due by the Contractor to the FCIL and shall be recoverable accordingly.

If the Contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-Incharge/ Area Manager/General Manager shall have the right to sell any or all of the Contractors" unused materials, constructional plant, implements, temporary buildings, etc. any apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the Contract and if thereafter there be any balance out-standing from the Contractor,it shall be recovered in accordance with the provisions of the Contract.

Any sums in excess of the amounts due to the Company/Corporation and unsold materials, constructional plant, etc., shall be returned to the Contractor, provided always that if cost or anticipated cost ofcompletion by the Company/Corporation of the Works or parts of the works is less than the amount which the Contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the Contractor.

If the final bill is signed by the Contractor as accepted in full and final settlement thereof, the contractor should not raise any disputes thereafter.

123) **Matters Finally Determined by FCIL**

All disputes or differences of any kind whatever arising out of or in connection with the contract, whether during the progress of works or after the completion and whether before or after the determination ofthe contract, shall be referred by the contractor to FCIL and FCIL shall within a reasonable time after presentation make and notify decisions thereon in writing. The decisions, directions and certificate with respect to any matter, decision on which is specially provided for by these conditions given and made by FCIL or by the Area Manager on behalfof FCIL which matters are referred to herein after as Excepted Matters, shall be final and binding upon the contractor and shall not be set asideor be attempted to be set aside on account of any informality, omission delay or error in proceedings in or about the same or on any other reason and shall be without any appeal. Once final bill signed by the contractor (accepted in full and final settlement), no claim /dispute would be raised by the contractor thereafter.

124) **Settlement of Disputes**

A. Except as otherwise specifically provided in the Contract all disputes concerning questions of fact arising under the Contract shall be considered by the Company subject to a written appeal by contractor tothe Company.

Any disputes or difference including those considered as such by only of the parties arising out of or in connection with the contract shall be tobe extent possible settled amicably between the parties.

If, after 30 days from the commencement of such informal negotiations, the company and contractor are unable to resolve amicably the dispute, either party may require that the dispute be referred for resolution to be arbitration as described below.

B. Arbitration

Expect where otherwise provided in contract, all questions and disputes relating to contract, designs, drawings, specifications, payments, instructions, orders or any other matter concerning work or the execution or failure to execute the same, whether arising during the progress of work or after completion or abandonment thereof or otherwise which cannot be settled amicably, shall be referred to arbitration. The arbitration shall be conducted under the rules and regulations of the Arbitration and Conciliation Act, 1996 and any statutory amendments thereto and shall take place in Talcher in accordance with Indian Law. The arbitration award given by the Arbitrator shall be final and binding on both parties.

C. "Settlement of disputes between CPSEs, inter-se CPSEs andGovt., Departments/ Organizations.

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Department/Organizations (excluding disputes) concerning Railways, Income Tax Customs & Excise Department), such dispute or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD).

125) Laws Governing the Contract

The contract shall be governed by the Indian Laws for the time being inforce.

126) Jurisdiction

The contract shall be deemed to have been entered at Dhanbad and allcauses of action in relation to contract will thereof be deemed to have arisen within the jurisdiction of the Dhanbad Courts of Jharkhand only.

127) Amendments in GDCC

The competent authority to approve a contract is empowered to make any corrections in the above provisions of GDCC where ever requiredin the interest of work.

128) If a firm quotes NIL Charges/considerations, the bid shall be treated as unresponsive and will not be considered. (This is from GFR)

129) In the rates, only two digits fraction will be considered i.e. anything less than Rupee 0.005 will be ignored and anything equal to or greater than Rupee 0.005 will be rounded off to Rupee 0.01.

130) No firm/Company/Bidder participated in this tender is having commonDirector or Partner or Proprietor in the another Firm/Company/Bidder participated against this tender. Also in a group of companies, only one company is allowed to participate in this tender. If found so, FCIL will reject outrightly the offers of such tenderers. Example:- If a Director/Partner/Proprietor of the "Company-A" is happened to be the Director/Partner/Proprietor of the "Company-B", then the offer submittedby both the "Company-A" and "Company-B" will be rejected.

131) Procedure of Debarment of a Bidder:-

a. In the following events an agency is proposed to be debarred:-

i. Not following the guidelines framed for registration.
ii. Submission of false fabricated / forged documents for obtainingtender.
iii. Misbehavior /ill- treatment to department officials duringtendering process, execution of work.
iv. Not attaining required quality of work.
v. Inordinate delay in execution of work resulting loss to company.
vi. Not execution the work as per terms and conditions of contract.

b. <u>The following procedure will be followed for debarring a party:-</u>

A show cause notice will be issued to the agency seeking their explanation for the lapses committed by them. Their explanation will be expected within 15 days from the issue of letter. In cases, their explanation is not found satisfactory, decision of debarring agency for one year to three years, depending upon the intensity of lapses, will be taken. Even after debarring, agency will be allowed to complete their ongoing works, unless otherwise rescinded by competent authority on grounds of breach conditions of contract. The letter of debarring to agency will be published on website.

132) <u>Public Procurement (Preference to Make in India) order, 2017- revision dated 04TH JUNE, 2020 letter of Ministry of Commerce and Industry:-</u>

As per above letter:-

1) <u>Definitions:-</u>

„*Local content'* means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

„Class-I local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Order.

„Class-II local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50% as defined under this Order.

„Non-Local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order.

„L1" means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

„Margin of purchase preference" means the maximum extent to which the price quoted by a **"Class-I local supplier"** may be above the L1 for the purpose of purchase preference.

„Nodal Ministry" means the Ministry or Department identified pursuantto this order in respect of a particular item of goods or services or works.

„Procuring entity" means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as definedin the Companies Act.

„Works" means all works as per Rule 130 of GFR-2017, and will also include „turnkey works".

2) **Eligibility of „Class-I local supplier‟/ „Class-II local supplier‟/ „Non-local suppliers‟ for different types of procurement**

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only **„Class-I local supplier‟**, as defined under the Order, shall be eligible to bid irrespective of purchase value.

In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issues except with the approval of competent authority as designated by Department of Expenditure. Only **„Class-I local supplier‟** and **„Class-II localsupplier‟**, as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, „Non-local suppliers‟ shall also be eligible to bid along with „Class-I local suppliers‟ and „Class-II local suppliers.

For the purpose of this Order, works include Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI)contracts.

2A) Purchase Preference

a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to „Class-I local supplier‟ in procurements undertaken by procuring entities in themanner specified here under.

b) In the procurement of goods, services or works, which are covered by para 3(b) above and which are divisible in nature,the **„Class-I local supplier‟** shall get purchase preference over
„Class-II local supplier‟ as well as „Non-local supplier‟, as per following procedure:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is „Class-I local supplier‟, the contract for full quantity will be awarded to L1.

ii. If L1 bid is not a **„Class-I local supplier‟**, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the „Class-I local supplier‟ will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier‟s quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such
„Class-I local supplier‟ subject to matching the L1 price. Incase such lowest eligible **„Class-I local supplier‟** fails tomatch the L1 price or accepts less than the offered quantity, the next higher „**Class-I local supplier‟** within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still lest uncovered on Class-I local suppliers, then such balance quantity may also be ordered on theL1 bidder.

c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the **„Class-II local supplier‟** as well as **„Non-local supplier‟**, as per following procedure:

i. Among all qualified bids, the lowest bid will termed as L1. If L1 is **„Class-I local supplier‟**, the contract will beawarded to L1.

ii. If L1 is not **„Class-I local supplier‟**, the lowest bidder among the „Class-I local supplier‟, will be invited to matchthr L1 price subject

to Class-I local supplier‟s quoted price falling within the margin of purchase preference, and the contract shall be awarded to such „Class-I local supplier‟ subject to matching the L1 price.

iii. In case such lowest eligible **„Class-I local supplier‟** fails to match the L1 price, the „Class-I local supplier‟ with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on andcontract shall be awarded accordingly. In case none of the „Class-I local supplier‟ within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

d) **"Class-II local supplier"** will not get purchase preference in any procurement, undertaken by procuring entities.

3) **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

4) **Minimum local content:** The local content requirement to categorize a supplier as „Class-I local supplier‟/„Class-II local supplier‟/ „Non-local supplier‟ shall be as defined in the Para "2" of the Order. No change is permissible on this account. However, if any nodal Ministry/Department finds that for any particular item, pertaining to their nodal ministry/department, the definition of Local Content, as defined in the Order, is not workable/ has limitations, it may notify alternate suitable mechanism for calculation of local content for that particular item.

5) **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.

6) **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

7) **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.

8) **Verification of local content:**

a) The „Class-I local supplier‟/„Class-II local supplier‟ at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for „Class-I local supplier‟/„Class-II local supplier‟, as the case may be. They shall also give details of the location(s) at which the local value additionis made.

b) In cases of procurement for a value in excess of Rs 10 Crores, the „Class-I local supplier‟/„Class-II local supplier‟ shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect ofsuppliers other than companies) giving the percentage of local content.

c) Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

d) Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and author‟s/ accountant‟s certificates on randome basis and in the caseof complaints.

e) Nodal Ministries and procuring entities may prescribe fees for such complaints.

f) False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidderor its successors can be debarred for up to two years as per Rule
151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

g) A supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 8h below.

h) The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:

   a. The fact and duration of department for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry/ Department or in some other manner.
   b. On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s).
   c. In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

133) Preference would be given to units registered under single point registration scheme of National Small Industries Corporation (NSIC) subjected to submission of valid certificated issued by NSIC.

I. Exemption of Tender fees
II. Exemption from payment of Earnest Money Deposit (EMD)
III. In tender participating Micro & Small Enterprises (MSEs) quoting price within price band of L1+15% shall also be allowed to supply a portion upto 25% of requirement by bringing down their price to L1 price where L1 is non MSEs.

134) Relaxations of norms for startups would be given to all “startups” under make in India initiative of Government of India (GoI), subject to submission of proof of recognition from Department of Industrial Policy & Promotion (DIPP) under Ministry of Commerce and Industry, GoI and their meeting of quality & technical specifications:

I. Exemption of Tender fees
II. Exemption from payment of Earnest Money Deposit (EMD)
III. Relaxation from experience and turnover criteria mentioned underEligibility Criteria of the NIT.

135) **Planning and Designing in purview of Vulnerability Atlas of India** Vulnerabilty Atlas of India (VAI) is a comprehensive document whichprovides existing

hazard scenario for the entire country and presents thedigitized State/UT-wise hazard, maps with respect to earthquakes, winds
and floods for district-wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclones and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation stage.

This Atlas in one of its single point source for the various stakeholders including policy makers, administrators, municipal commissioners, urban managers, engineers, architects, planners, public etc. to ascertain proneness of any city/location/site to multi-hazard which includes earthquakes, winds, floods thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing,building and infrastructures schemes, this Atlas provides necessaryinformation for risk analysis and hazard assessment.

The Vulnerability Atlas of India has been prepared by Buliding Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website www.bmtpc.org.

It is mandatory for the bidders to refer Vulnerabilty Atlas of India for multi- hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of:

a) Seismic Zone (II to V) for earthquakes.
b) Wind velocity (Basic Wind Velociy 55, 50, 47, 44, 39 & 33 m/s)
c) Area liable to floods and probable max, surge height
d) Thunderstorms history
e) Number of cyclonic storms/severe cyclonic storms and maxsustained wind specific to coastal region
f) Landslides incidences with Annual rainfall normal
g) District wise probable Max, Precipitation

SAFETY CODE

1. Scaffolds to be provided

Suitable scaffolds shall be provided for workmen for all work that cannotsafety be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination and stepper than ¼ to 1 (horizontal and 1 vertical).

2. Scaffolds to have Guard Rails

Scaffolding or staging more than 3.25 metres above the ground or floor, swung or suspended from an overhead support or erected with stationary support, shall have a guard rail properly attached, bolted, bradded and otherwise secured at least one meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent itfrom swaying from the building or structure.

3. Working Platform to Provide

Working platforms, gangways, and stairways shall be so constructed that they do not sag undulyor unequally and if height of a platform or gangway or stairway is more than 3.25 metres above ground level or floor level, it shall be closely boarded, have adequate width and be suitably fenced, as described in 2 above.

4. Floor Openings to be guarded

Every opening in floor of a building or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of one meter.

5. Safe means of Access to Provide

(a) Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 metres in length. Width between side rails in a run ladder shall in no case be less than 30 cm. for laddersupto and including 3 metres in length. For longer ladder this width shall be increased at least 6 mm for each additional 30 cm. of length. Uniform step spacing shall not exceed 30 cms.

(b) Adequate precautions shall be taken to prevent danger from electrical equipment.

(c) To Protect Public from Accident: No materials on any of the sides shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect public from accidents and shall be bound to bear expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by such person.

6. Excavation and Trenching

All trenches 1.5 metres or more in depth shall at all times be supplied with at least one ladder for each 30 metres in length or fraction thereof. Ladder shall be extended from bottom of trench to at least 1 metre above surface of the ground. Sides of a trench, which is 1.5 metres or more in depth shall be stepped back to give suitable slope, or securely held by timber breaching soas to avoid the danger of sides collapsing. Excavated material shall not be placed

within 1.5 metres of edge of trench of half of depth of trench, whichever is more. Cutting shall be done from top to bottom. Under no circumstances shall undermining or under cutting be done.

7. Demolition

Before any demolition work is commenced and also during the process of the work:

(a) All roads and open areas adjacent to the work site shall either be closed or suitably protected;

(b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by operator shall remain electrically charged.

(c) All practical steps shall be taken to prevent danger to persons employed, from risk of fire or explosion or flooding. No floor, roof, or other parts of a building shall be so over loaded with debris or materialsas to tender it unsafe.

8. Personal Safety Equipments to Provide

All necessary personal safety equipment as considered adequate by the Engineer Incharge/Area Manager shall be available for use of persons employed on the site and maintained in a condition suitable for immediateuse; and the contractor shall take adequate steps to ensure proper use of equipment by those concerned, like:

a. All persons employed in the mines shall be provided personnel protective safety equipments as per Mines Act 1952, Mines Rules 1955and MMR 1961 and contractor shall ensure that himself and his staff wear the same regularly.
b. Workers employed on mixing asphaltic materials, cement and lime mortar concrete shall be provided with protective footwear and protective goggles,
c. Those engaged in handling any materials which is injurious to eyes shall be provided with protective goggles,
d. Those engaged in welding works shall be provided with protective goggles and provided with protective clothing and seated at sufficiently sage intervals,
e. When workers are employed in sewers and manholes, manhole covers are opened and manholes are ventilated at least for an hour before workers are allowed to get into. The manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public, and
f. The contractor shall not employ below the age of 18 and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting, the following precautions shall be taken:

(i) No paint containing lead or lead products shall be used exceptin the form of paste of ready-made paint.

(ii) Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scraped.

(iii) Overalls shall be supplied by the contractor to workers and adequate facilities shall be provided to enable working painters to wash during and on cessation of work.

9. Precaution against Drowning

When work is done near any place where there is risk of drowning, all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue or any persons in danger and adequate provisions made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

10. Precautions for Hoisting Machines

a. These shall be of good mechanical construction with sound material and adequate strength and free from patent defects and shall be keptin good repair and in good working order. Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent

defects.

b. Every crane driver of hoisting appliance shall be properly qualified and no person under the age of 21 years shall be incharge of any hoisting machine including any scaffold with winch or giving signals to Operator.

c. In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension, safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with safe working load. In case of hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.

d. In case of departmental machine, safe working load shall be notified by the General Manager/Engineer Incharge/Area Manager. As regards contractor machines, the contractor shall notify safe working load of each machine to the General Manager/Engineer Incharge/Area Manager whenever he brings it to site of work and get it verified by the General Manager/Engineer-Incharge/Area Manager.

11. Safeguards against Dangerous Parts of Hoisting Equipment"s

Motors, gearing transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards. Hoisting appliances shall be provided with such means as will reduce to the minimum risk or accidental descent of load; adequate precautions shall be taken to reduce to the minimum risk of any part of suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energised, insulating mats, wearing apparel such as gloves,sleeves and boots, as may be necessary, shall be provided. Workers shall not wear any rings watches any carry keys or other materials, which are good conductors of electricity.

12. Maintenance of Safety Devices

All scaffolds ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places or work.

13. Display of Safety Provisions

These safety provisions shall be brought to the notices of all concerned by display on a notice board at a prominent place at the work spot. Persons responsible for ensuring compliance with the safety code shall be named therein by the contractor.

14. Enforcement of Safety Rules

To ensure effective enforcement of the Rules and Regulations relating to safety precautions, arrangement made by the contractor shall be open to inspection by the General Manager/Engineer-Incharge or his representatives. The contractor shall also ensure the enforcement of mines provisions of Mines Act 1952, Mines rules, 1955 and Metalliferous Mines Regulations, 1961and amendments made there under.

a) Prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them.

b) Provide copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.

c) Keep an up to date SOP and provide a copy of changes to a person designated by the mine owner

d) Ensure that all work is carried out in accordance with the Statue and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner.

e) For work of a specify scope/nature, develop and provide to the mine owner a site specific Code of Practice (COP).

f) Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring the compliance all safety laws by the sub or sub-sub contractors.

g) All persons deployed by the contractor for working in mine must undergo vocational training, initial medical examination, Periodical Medical Examination. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of Vocational Training & Initial Medical Examination.

h) Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. If contractor is unable to provide, owner, agent and manager of the mine shall provide the same and the amount incurred for the same may be recovered from the contractor.

i) The contractor shall submit to DGMS returns indicating -Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VocationalTraining Certificate, how many work persons undergone Initial Medical Examination and type of medical coverage given to the work persons. The return shall be submitted quarterly (by 10th of April, July, October and January) for contracts of more than one year.However, for contracts of less than one year, returns shall be submitted monthly.

15. <u>Operations of other Rules in Force</u>

Notwithstanding the above conditions 1 to 14 the contractor is not exemptedfrom the operation of any other Act or Rule in force.

CONTRACTORS" LABOUR REGULATIONS

1. Short Title

These regulations may be called "The Company"s Labour Regulations."

2. Definitions

In these Regulations unless otherwise expressed or indicated, the following words and expression shall have the meaning hereby assigned to them respectively, that is to say:

(a) "Labour" means workers employed by the Company"s contractor directly or indirectly through a sub-contractor or other person or by an agent on his behalf.

(b) "Fair wages" means wages notified at the time of inviting tendersfor the work and where such wages have not been so notified, the wages prescribed by the CPWD for the district in which the work is done.

(c) "Contractor" shall include every person whether a sub- contractor, head-man of agent, employing labour on the work taken on contract.

(d) "Wages" shall have the same meaning as defined in the Payment of Wages Act and includes time and price rate wages.

3. Display of Notices regarding Wages and Cards

The contractor shall before he commences his work on contract:

a. display and correctly maintain and continue to display and correctly maintain in clean and legible condition in conspicuous places on the work, notice in English and in the Local Indian Languages spoken by the majority of the workers, giving the rates of wages which have been certified by the Executive Engineer or the Project Engineer or Regional Labour Commissioner as fair wages and the hours of work for which such wages are earned, and

b. send a copy of such notice to certifying Officers.

4. Payment of Wages

Wages due to worker shall be paid to him directly. All wagesshall be paid by the contractor either through cheque or core banking system directly in the account of the employees deployed by the contractor.

5. Fixation of Wage Periods

i. The contractor shall fix wage periods in respect of which the wages shall be payable.

ii. No wage period shall exceed one month.

iii. Wages of every workmen employed in the contract shall be paid beforethe expiry of seven days after last day of the wage period in respect of which the wages are payable.

iv. When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiryof the second working day on which his employment if terminated, and

v. All payments of wages shall be made on a working day except when the work is completed before the expiry of wages period in which case of final payment shall be made within 48 hours of the last working day.

NOTE: The term working day means a day on which the work on which the labouris employed is in progress.

SIGNATURE OF TENDERER

6. Wage Books and Wage Slips

(a) The contractor shall maintain wage book of each worker in such formas may be convenient, but the same shall include the following particulars:

- **(i)** Rate of daily or monthly wages,
- **(ii)** Nature of work on which employed,
- **(iii)** Total No. of days worked during each wage period,
- **(iv)** Total amount payable for the due work during each wage period,
- **(v)** All deductions made from the wages with an indication in eachcase of the ground, for which the deduction is made,
- **(vi)** Wages actually paid for each wage period.

(b) The contractor shall also maintain a wage slip for each workeremployed on the work.

7. Fines and Deductions may be made from Wages

The wages of workers shall be paid to him without any deduction of any kindexcept those authorised; namely:

a. Fines

b. Deductions for absence from duty i.e. from the places whereby the terms of his employment he is required to work. The amount of deductions shall be in proportion to the period for which he was absent.

c. Deductions for damage to or loss of goods expressly entrusted to the employed person for custody or for loss of goods for which he is required to account where such damage or loss is indirectly attributableto his neglect or default.

The Company may from time to time allow deductions other than those specified in (a) to (c) above. No fines shall be imposed on a worker and no deductions for any damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions. The total amount of fines which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise a rupee of the wages payable to him in respect of that wage period. No fines imposed on any worker shall be recoverable from him by installments, or after expiry of 60 days fromthe date on which it was imposed.

8. Register of Fines

(a) The contractor shall maintain a register of fines and of all deductionsfor damages or loss. Such register shall mention the reasons for which fine was imposed or deduction for damage or loss was made.

(b) The contractor shall maintain a list in English and in the Local Indian Language clearly defining acts and omissions for which penalty of fine can be imposed. He shall display such list and maintain it in a clean and legible condition in conspicuous places on the work.

9. Power of Labour Welfare Officer to make Investigation or Enquiry

The Labour Officer or any other person authorised by the Central Governmenton their behalf shall have powers to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clause and the provisions of these regulations. He shall investigate into any complaint regarding the default made by the contractor or sub-contractor in regard to such provisions.

SIGNATURE OF TENDERER

10. Report against the Decision of Labour Welfare Officer

The Labour Welfare Officer or any other person authorised as aforesaid shall submit a report of the result of these investigations or enquiry to the Executive Engineer or the Project Engineer concerned indicating the extent if any to which the default has been committed with a note that necessary deductions from the contracted bill be made and the wages and other dues be paid to the labourers concerned. In case and appeal is made by the contractor under clause 11 of these regulations, actual payment to labourers will be made by the Executive Engineer or the Project Engineer, after the Regional Labourer Commissioner has given his decision on such appeals.

11. Appeal against the Decision of Labour Welfare Officer

a. Any person aggrieved by the decision and recommendation of the Labour welfare Officer or other person so authorised may appeal against such decisions to the Regional Commissioner within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the Executive Engineer or the Project Engineer concernedbut subject to that the decision of the Officer shall be final and binding upon the contractor to such appeal.

b. No party shall be allowed to be represented by a lawyer during any investigations, enquiry, appeal or any other proceedings under theregulations

12. Inspection of Books and Wage Slips

The contractor shall allow inspection of the wage book, wage slip and register of fines and deductions to any of his workers or to his agent at a convenient time and place after due notice is received, or the Labour Welfare Officer or any other person authorised by the Central Government on his behalf.

13. Submission of Returns

The contractor shall submit periodical return in Schedule B referred to in GDCC No 89 and such other returns as may be specified to him from time to time.

14. Amendment

The Central Government may from time to time add or amend these regulations and on any question as to the applications, interpretation or effect of these regulations and the decision of the Chief Labour Commissioner to theGovernment of India or any other person authorised by the Central Government in that behalf shall be final.

SIGNATURE OF TENDERER

(B) MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARYARRANGEMENTS FOR WORKERS

1. Application

These rules shall apply to all construction works in charge of the Company.

2. Definitions

(i) „Works place" means a place at which at an average, fifty or more workers are employed in connection with contraction work.

(ii) „Large work place" means a place at which on an average, 500 or more workers are employed in connection with construction works.

3. First Aid

(a) At every work place there shall be maintained in a readily accessible place first aid appliances including an adequate supply of sterilized dressing and sterilized cotton wool. The appliances shall be kept in good order and in large work place they shall be placed under the charge of responsible persons who shall be readily available during working hours.

(b) At large work place where hospital facilities are not available within easy distance of the work, first aid post shall be established and run by a trained Compounder.

(c) Where large work place is remote from regular hospitals anindoor ward shall be provided with one bed for every 250 employees.

(d) Where large work place are situated in cities, towns, or in their suburbs, and no beds are considered necessary owing to the proximity of city or town hospitals, an Ambulance shall be provided to facilitate removal of urgent cases to these hospital At other work places some conveyance facilities such as car shall b kept readily available to take injured person or persons suddenly ill, to the nearest hospitals.

4. Drinking Water

(a) In every work place there shall be provided and maintained at suitable places, easily accessible sufficient supply or water fit fordrinking.

(b) Where drinking water is obtained from an intermittent public water supply each work place shall be provided with storage where such drinking water shall be stored.

(c) Every water supply or storage shall be at a distance of not less than 50 ft. for any latrine, drain or other source of pollution. The well shall be properly chlorinated before water is drawn from itfor drinking. All such wells shall be entirely closed in and be provided with a trap which shall be dust and water proof.

(d) A reliable pump shall be fitted to each covered well and trapdoor shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

(e) The temperature of drinking water supplied to workers shall not exceed 90 degrees F.

5. Washing and Bathing Places

Adequate washing and bathing places shall be provided separately for men and women. Such places shall be kept in clean and drained condition.

6. Scale of Accommodation in Latrines and Urinals

There shall be provided with the precincts of every work places latrines and urinals in any accessible place and the accommodation, separately for eachof them shall not be less than the following scale:

(a) Where the No. of persons does not exceed 50 Nos., of seats - 2
(b) Where the No. of persons employed exceeds 50, but does notexceed 100, No. of seats- 3
(c) For every additional 100 persons- No of seats 3.

In particular cases, the Executive Engineer or the Project Engineer shall have the power to vary the scale wherever necessary.

7. Separate Latrines for Men and Women

If women are employed separate latrines/urinals from those for men andmarked in vernacular or in conspicuous letters for WOMEN ONLY shall be provided on the scale laid in rule 6. Those for men shall similarly be markedfor MEN ONLY. A poster showing the figure of man and woman shall also be exhibited at the entrance of latrines for each set. There shall be adequate supply of water close to the urinals/latrines.

8. Maintenance of Latrines and Urinals

Except in work places provided with water flush latrines connected with a water borne sewage system, all latrines shall be provided with receptacle or dry earth system which shall be cleaned at least four times, daily and at least twice during working hours and kept in strict sanitary condition. The receptacles shall be tarred inside and outside at least once a year.

9. Construction of Latrines

The inside walls of latrines shall be constructed (masonry) of some suitable heat resisting non-absorbent material and shall be cement washed inside and outside at least once a year. The dates of cement washing shall be noted in the register maintained for this purpose and kept available for inspection.

10. Disposal of Excreta

Unless otherwise arranged for the local Sanitary Authority, arrangements for proper disposal of excreta at the work place shall be made by means of a suitable process approved by the Assistant Director of Public Health or the Municipal Medical Officer of Health, as the case may be, in whose jurisdiction the work place is situated. Alternatively, excreta may be disposed of by putting a layer of nigh soil at the bottom of pucca tank prepared for the purpose and covering it with a 6" layer of waste of refuse and then covering it up with layer of earth for a fortnight (when it will turn into manure).

11. Provision of Shelters During Rest

At every work place there shall be provided free of cost two suitable sheds one for meals and other for rest, for the use of labour. The height of the shelter shall not be less than 11 ft. from the floor level to the lowest part of the roof.

12. Creche

(a) At every work place at which 50 or more women workers are ordinarily employed there shall be provided two huts for the use of children under the age of 6 years, belonging to such women, one hut shall be used for infants" games and play and the other as their bedroom. The huts shall not be constructed on lower standard than the following:

(i) Thatched roofs, **(ii)** Mud floors and walls,
(iii) Planks spread over the mud floor and covered with matting.

(b) The huts shall be provided with suitable and sufficient openings for light and

ventilation. There shall be adequate provision of sweepers to keep the places clean. There shall be two Dais in attendance. Sanitary utensils shall be provided to the satisfaction of the Health Officers ofthe area concerned. The use of the huts shall be restricted to children, their attendants and mothers of the children.

13. Canteen

A food canteen on a moderate scale shall be provided for the benefits of theworkers wherever it is considered expedient.

Guarantee Bond

(to be used by approved scheduled banks)

In consideration of the Fertilizer Corporation of India Limited,Talcher Unit (hereinafter called "the Company") having agreed to exempt---------- (herein after called "the said Contractor (s) " from the demand, under the terms and conditions of an Agreement dated___made between_____and _____for ---------(hereinafter called "the said Agreement "), of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of bank guarantee for Rs.----------(Rupees ----------only), we,----------bank (hereinafter referred to as "the Bank") do hereby undertake to pay the Company an amount not exceeding Rs.---------against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said Contractor (s) of any of the terms or conditions containedin the said Agreement.

2. We, ----------Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Contractor(s)of any of the term or conditions contained in the said Agreement or by reason of the Contractor"s (s) , failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding on the bank as regards the amount due and payable by the Bank under this guarantee , However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.-------

_____.

3. We----------(the Bank) undertake to pay FCIL any money so demanded notwithstanding any dispute or disputes raised by contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be valid discharge of our liability for payment there under and contractor(s)/suppliers shall have no claim against usfor making such payment.

4. We ----------Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance ofthe said Agreement and that it shall continue to be enforceable till all the dues of Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Fertilizer Corporation of India Limited, Talcher Unit certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly discharges the

guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ----------, we shall be discharged from all liability under this guarantee thereafter.

5. We, ----------Bank further agree with the Fertilizer Corporation of India Limited, Talcher Unit that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreementand we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance ,act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This bank guarantee will not be discharged due to change in the constitution of thebank or the contractor(s) or supplier(s).

7. We,----------Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

8. NOT WITHSTANDING ANY THING CONTAINED HEREIN

a. Our liability under guarantee shall not exceed Rs..... (Rupees…..)
b. This guarantee shall be valid upto ..... (Validity Date)
c. We are liable to pay the guarantee amount or any part thereof under this BankGuarantee only and only if you serve upon us a written claim or demand on or before the date (date of validity + 3 months) .

Dated the ----------day of ---------- 20

For_____Bank.

INTEGRITY PACT

between

The Fertilizer Corporation of India Limited, Talcher Unit hereinafter referred to as "ThePrincipal" and □□□□□□□□□□□□.hereinafter referred to as "TheBidder/Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for □□□□□□□□□□□□□□□□□□□□The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /orContractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal.

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

   a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

   b. The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during thetender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

   c. The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or it there be a substantivesuspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section2- Commitments of the Bidder(s)/ Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

   a. The Bidder(s) / contractor(s) will not, directly or through any otherpersons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.

   b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding

process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly,for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers' as annexed and marked as Annex A.

e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. The Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from futurecontracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex-"B".

Section 4: Compensation for Damages

1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.

2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6: Equal treatment of all Bidders/Contractors/Subcontractors.

1. In the case of sub-contracting, the principal contractor shall take the responsibility of the

adoption of Integrity Pact by the sub-contractor.

2. The Principal will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation Bidder(s)/ Contractor(s)/Subcontractor(s).

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Name address and the contact no. of IEM is as under:-

_____

_____

E-mail _____

3. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all the contract documents, whenever required. It will be obligatory for him to treat the information and documents of the Bidder‟s/ Contractor‟s as confidential. He reports to the Chairman, FCIL.

4. The bidder(s)/contractors accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors.

5. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on „Non-Disclosure of Confidential Information‟ and of „ Absence of Conflict of Interest‟. In case of any conflict of interest arising at later date, the IEM shall inform Chairman, FCIL and rescue himself from that case.

6. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

7. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8. The Monitor will submit a written report to the Chairman, FCIL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

9.If the Monitor has reported to the Chairman FCIL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman FCIL has not, within thereasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

10.The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding andcontinue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of FCIL.

Section 10 - Other provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Talcher.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive tocome to an agreement to their original intentions.

5. In the event of contradiction between the Integrity Pact and annexure, the clause of Integrity Pact will prevail.

(For & on behalf of the Principal) (Office Seal)	(For & On behalf of Bidder/ Contractor) (Office Seal)
Place_____ Date _____	
Witness 1 : (Name & Address) -	Witness 1 : (Name & Address)
Witness 2 : (Name & Address) -	Witness 2 : (Name & Address)

Annexure-A

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1. There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with FCIL shall apply for registration in the prescribed Application Form.

1.1 Registration agents with file an authenticated Photostat copy duly attested by a Notary Public/ Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by FCIL.

1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

2. DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESNTATIVES IN INDIA, IF ANY.

Tenders of Foreign nationality shall furnish the following details in their offer.

2.1 The name and address of the agents/ representatives in India, if any and the extent of authorization and authority given to commit the principals in case the agent / representative be a foreign company, it shall be confirmed whether it is real substantial company and details of the same shall be furnished.

2.2 The amount of commission/ remuneration include in the quoted price(s) for such agents/ representative in India.

2.3 Confirmation of the tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by FCIL in IndianRupees only.

Tenders of Indian Nationality shall furnish the following details in their offers.

2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.

2.2 The amount of commission/ remuneration included in the price (s) quoted by the Tenderer for himself.

2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paidby FCIL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of stores and spares in case of operation items.

2.4 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any payable to the agents/ representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.5 Failure to furnish correct and detailed information as called for in paragraph-

2.6 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by FCIL. Besides this there would be a penalty of banning business dealings with FCIL or damage or payment of a named sum.

Annexure- B

GUIDELINES ON BANNING OF BUSINESS DEALINGS

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7.	Banning of business dealings	
8.	Removal from List of Approved Agencies Suppliers/ Contractors etc.	
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10.	Appeal against the Decision of the Competent Authority	
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1. Introduction

1.1 The Fertilizer Corporation of India Limited (FCIL), being a Public Sector Enterprise and „State; within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the constitution. FCIL has also to safeguard its commercial interests. FCIL deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of FCIL to deal with Agencies who commitdeception, fraud or other misconduct in the execution of contracts awarded/ orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on FCIL to observe principles of natural justice before banning the business dealings with any agency.

1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

2.1 The general condition of contract (GCC) of FCIL generally provide that FCIL reserves its rights to remove from list of approved suppliers/ contractors or to ban business dealing of any agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.

2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies/ customers/ buyers, who indulge in lifting of material in unauthorized manner, if such a stipulation does not exist in any sale order, the same may be incorporated.

2.3 However, absence of such a clause does not in any way restrict the right of company (FCIL) to take action /decision under these guidelines in appropriate cases.

2.4 The procedure of (i) removal of agency from the list of approved suppliers/ contractors; (ii) suspension and (iii) banning of business dealing with agencies, has been laid down in these guidelines.

2.5 These guidelines apply to all plants/ units and subsidiaries of FCIL.

2.6 It is clarified that these guidelines do not deal with the decision of the management not to entertain any particular agency due to its poor/ inadequateperformance or for any other reason.

2.7 The banning shall be with prospective effect, i.e. future business dealings.

3. Definitions

In these guidelines, unless the context otherwise requires:

(i) Party/ contractor/ supplier/ purchaser/ customer shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an associate or a group of persons engaged in any commerce, trade, industry, etc. party/ contractor/ supplier/purchaser/ customer in the context of these guidelines in indicated as „Agency".

(ii) „Inter- connected Agency" shall mean two or more companies having any of the following features.

a) If one is a subsidiary of the other.
b) If the Director(s), Partner(s), Manager(s) or Representative (s) are common.
c) If management is common;
d) If one owns or controls the other in any manner;

(iii) Competent Authority and Appellate Authority shall mean the following:

a) For Company (entire FCIL) wide Banning

The CMD shall be the Competent Authority for the purpose of these guidelines. Board, FCIL shall be the „Appellate Authority; in respect of such cases.

b) Chairman, FCIL shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) passed by any authority under these guidelines.

(iv) „Investigation Department" shall mean any Department or Unit investigation into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Policy or any other department set up by the Central or State Government having powers to investigate.

(v) „List of approved Agencies — Parties / Contractors / Suppliers/ Purchasers/ customers shall mean and include list of approved/ registered agencies- parties/ contractors/ suppliers/ Purchasers/ customers, etc.

4. Initiation of Banning/ Suspension

Action for banning/ suspension business dealings with any Agency should be initiated by the department having business dealing with them after noticing, the irregularities or misconduct on their part besides the concerned department, Vigilance may also be competent to initiate such action.

5. Suspension of Business Dealings

5.1 If the conduct of any Agency dealing with FCIL is under investigation by any department, the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the agency. If the competent authority, after consideration of the matter including the recommendation of the investigating department, if any decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of and may be communicated to the agency as also to the investigating department. The investigating department may ensure that their investigation is completed and whole process of order is over within such period.

5.2 The order of suspension shall be communicated to all department heads within the plants/ units. During the period of suspension, no business dealing may beheld with the agency.

5.3 As far as possible, the existing, contract(s) with the agency may continue unless the

competent authority, having regard to the circumstances of the case, decides otherwise.

5.4 If the gravity of the misconduct under investigation is very serious and it wouldnot be in the interest of FCIL, as a whole, to deal with such an agency pending investigation, the competent authority may send his recommendation to Chief Vigilance Officer (CVO).

5.5 If the agency concerned asks for detailed reasons of suspension, the agency may be informed that its conduct is under investigation. It is not necessary to enter into corresponding or argument with the agency at this stage.

5.6 It is not necessary to give any show-cause notice or personal hearting to the agency before issuing the order of suspension. However, if investigations are not complete in six months‟ time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

6. Group on which Banning of Business Dealings can be initiated

6.1 If the security consideration, including questions of loyalty of the agency to the State, so warrants;

6.2 If the Directors/ owner of the agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or FCIL , during the last five years;

6.3 If there is strong justification for believing that the directors, proprietors, partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations etc;

6.4 If the agency continuously refuses to return / refund the dues of FCIL without showing adequate reasons reason and this is not due any reasonable dispute which would attract proceedings in arbitration as court of law;

6.5 If the agency employs a public servant dismissed/ removed or employs a person convicted for an offence involving corruption or abetment of such offence;

6.6 If business dealing with the agency have been banned by the Govt. or any other public sector enterprise;

6.7 If the agency has resorted to corrupt, fraudulent practices including misrepresentation of facts;

6.8 If the agency uses intimidation / threatening or bring undue outside pressure on the Company (FCIL) or its official in acceptance / performances of the job under the contract;

6.9 If the agency indulges in repeated and /or deliberate use of delay tactics in complying with contractual stipulations;

6.10 Wilful indulgence by the agency in supplying sub- standard material irrespective of whether pre-despatch inspection was carried out by company(FCIL)or not;

6.11 Based on the findings of the investigation report of CBI/ police against the agency for malafide /unlawful acts or improper conduct on his part in matters relating to the company (FCIL) or even otherwise;

6.12 Established litigant nature of the agency to derive undue benefit;

6.13 Continued poor performance of the agency in several contract;

6.14 If the agency misuse the premises or facilities of the company (FCIL), forcefully occupies tampers or damages the company‟s properties including land, water resources, forests/trees, etc.

(Note:- The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason.

7. Banning of Business Dealings

7.1 Any ban imposed by company shall be applicable across all plants/units of thecompany including subsidiaries.

7.2 There will be a standing committee in the company to be appointed by Chief Executive for processing the cases of „" Banning of Business Dealings"". The functions of the committee shall, inter –alia include:

i) To study the report of the investigating agency and decide if a prima-faciecase for company-wide /local unit wise banning exists, if not, send back the case of the Competent Authority.
ii) To recommend for issue of show-cause notice to the agency by the concerned department.
iii) To examine the reply to show-cause notice and call the agency for personal hearing, if required.
iv) To submit final recommendation to the competent authority for banning or otherwise.

7.3 If the Competent Authority is prima-facie of view that action for banning business dealings with the agency is called for a show-cause notice may be issued to the agency as per paragraph 9.1 and an enquiry held accordingly.

8. Removal from List of approved Agencies- Suppliers/ Contractors, etc.

8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the agency should not be removed from the list of approved agencies-suppliers/ Contractors,etc.

8.2 The effect of such an order would be that the agency would not be disqualified from competing in Open Tender Enquiries but LTE may not be given to the agency concerned

8.3 Past performance of the agency may be taken into account while processing for approval of the competent authority for awarding the contract.

9. Show-Cause Notice

9.1 In case where the Competent Authority decides that action against an agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehaviour may be appended to the show cause notice and the agency should be asked to submit within 15 days a written statement in its defence.

9.2 If the agency requests for inspection of any relevant document in possessionof FCIL, necessary facility for inspection of documents may be provided.

9.3 The Competent Authority may consider and pass an appropriate speakingorder:

a) For exonerating the agency if the charges are not established;
b) For removing the agency from the list of approved suppliers/ contractors, etc.
c) For banning the business dealing with the agency.

9.4 If decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected agencies of the agency.

10. Appeal against the decision of the Competent Authority

10.1 The agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc

10.2 Appellate, Authority would consider the appeal and pass appropriate order which shall be communicated to the agency as well as the competent authority.

11. Review of the decision by the competent authority

Any petition/ application filed by the agency concerned the review of the banning order passed originally by Chief Executive/ Competent Authority under the existing guidelines either before or after filing of appeal before the appellate authority of after disposal of appeal by the appellate authority, the review petition can be decided by the Chief Executive/ Competent Authority upon disclosure of new facts/ circumstances or subsequent development necessitating such review. The competent authority may refer the same petition to the standing committee for examination and recommendation.

12. Circulation of the names of agencies with whom business dealingshave been banned.

12.1 Depending upon the gravity of misconduct established, the competent authority of the corporate office may circulate the names of agency with whom business dealings have been banned, to the Government department, other Public Sector Enterprises, etc. for such action as they deem appropriate.

12.2 If Government Department or a Public Sector Enterprises request for more information about the agency with whom business dealings have been banned, a copy of the report of inquiring authority together with a copy of the order of the competent authority/ appellate authority may be supplied.

12.3 If business dealings with any agency have been banned by the Central or State Government or any other Public Sector Enterprise, FCIL may without any further enquiry or investigation, issue an order banning business dealing with the agency and its inter- connected agencies.