

THE FERTILIZER CORPORATION OF INDIA LTD.
SINDRI UNIT
(A GOVERNMENT OF INDIA UNDERTAKING)

(ADMINISTRATION DEPARTMENT)

Regd. Office:
7, Institutional Area,
SCOPE Complex Core - III,
Lodhi Road,
New Delhi – 110 003.



P.O. : Sindri,
Distt. : Dhanbad,
Jharkhand – 828122,
Phone: 0326-2245775/
0326-2245886

LIN-1-4375-0959-1
CIN-U74899DL1961GOI003439
Email – fcil_snd@yahoo.com

TENDER DOCUMENT

(Not Transferable)

[TO BE SUBMITTED ALONG WITH TENDER DULY SIGNED ON EACH AND EVERY PAGE IN TOKEN OF ACCEPTANCE OF CONDITIONS MENTIONED IN THIS DOCUMENT.]

NIT No: FCIS/EST-REV-8(153)/2024/

Dated 10/06/2024

WORKS/JOB TITLE : Collection of Ground Rent and Parking Charges from Saharpura Morning Hatia (Seven days in a Week).

WORKS/JOB LOCATION: Saharpura

TENDER FEE: Rs.200/- (Rupees Two Hundred only) per set (Non – refundable)

EARNEST MONEY: Rs.5,000/- (Rupees Five Thousand only)

TENDER VALUE: Rs.3,50,000/- (Rupees Three Lakh Fifty Thousand only)

LAST DATE/TIME FOR TENDER SUBMISSION : **24/06/2024 till 3:00 P.M.**

DATE AND TIME OF TENDER OPENING (COMMERCIAL BID) : **24/06/2024 at 3:30 P.M.**

DATE AND TIME OF PRICE BID OPENING: - To be announced later on.

PLACE OF RECEIPT OF TENDER: Office of the Jr. Consultant Gr-I (F, E & EDP)
The Fertilizer Corporation of India Ltd.,
Sindri Unit, Sindri, Dhanbad-828122.

(D. ADHIKARY)
JR. CONSULTANT GR-I (FINANCE, ESTATE & EDP)

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:- 2 :-

1.00 JOB SPECIFICATION:

1.01 The Contractor may collect Ground Rent at the following rates from the vendors :-

- | | | | |
|-------|--|---------------|--------------|
| (i) | Villagers bring vegetables for sale in basket | Rs.5/- each | - Per Hatia- |
| (ii) | Squatters selling vegetables, potatoes, eggs etc | Rs. 10/- each | - do - |
| (iii) | Squatters occupying pavements having sheds | Rs. 20/- each | - do - |
| (iv) | Squatters selling fish/fruits on open space | Rs. 20/- each | - do - |

2.00 TERMS AND CONDITIONS:

2.01 The Contract shall be executed under sole supervision of the Contractor.

2.02 No portion of the Contract job shall be sub-letted without prior permission of the FCI Ltd., Sindri Unit in writing.

2.03 It will be the responsibility of the Contractor to ensure that no unauthorised construction is undertaken inside the Hatia Premises. In case any new unauthorised construction is found to have come up during tenure of the contract, the contract would be terminated and Security Money would also be forfeited.

2.04 Under the provisions of Jharkhand Agricultural Products Market Act, 1960 and Rules 1975, Krishi Bazar Samiti, Jharia has started collection of 1% Tax over the sale of Agricultural products from the vegetable sellers in Saharpura Morning Hatia on every day and will continue to collect the same till further orders of the Competent Authority.

2.05 No dispute about profit and loss of the tenderer will be entertained after acceptance of tender by FCIL Management.

2.06 Applicant Tenderer should have executed similar nature of job for a value of Single Work Order of Rs. 2,40,000/- or Two Work Orders of value of Rs.1,50,000/- or three Work Orders of value of Rs.1,20,000/- in any Government Organization/PSU of collection of ground rent and parking charges from Hatias in the past 10 years.

3.0 TENURE OF THE CONTRACT

3.01 The Contract will remain valid for a period of one year from the date of handing over of Hatia.

3.02 If the Contractor or his supervisor is not competent to get the job done as per requirement or is not capable of complying with statutory requirements, his/their Contract will be liable for termination at the sole discretion of the FCI Ltd., Sindri Unit.

3.03 The contract can be extended for another one year with mutual consent of FCIL and contractor subject to increase of 10% of highest bid value.

4.00 EXECUTION OF CONTRACT

4.01 If the Contractor, whose tender is accepted by the Management, fails to undertake the work as per the terms of the Contract, his/their deposited Earnest Money will be forfeited.

4.02 The Contractor shall be required to install a Board and display the rates for Parking Charges as hereunder on a weather proof Notice Board painted with synthetic enamel paints of size not less than 1.0 mtr. x 0.5 mtr., near the Parking Stand at his own cost:-

- | | | | |
|-------------------------------|---|---------------------------|------------|
| (a) Cycle | - | Rs. 2.00 per Hatia each. | (Rs. 2/-) |
| (b) Motor Cycle/Scooter/Moped | - | Rs. 5.00 per Hatia each. | (Rs. 5/-) |
| (c) Car | - | Rs. 10.00 per Hatia each. | (Rs. 10/-) |

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- 4.03 On award of the Contract, the Contractor may be required to take up the job on short notice from the Department/Area Head or his Authorised Nominee, who may also inspect the Contractors performance at any time they like including collection of rent and Contractor shall have to abide by their instruction.
- 4.04 Due to any delay/interruption on the part of the Contractor to execute the Contract, the Contractor will be liable for the loss in this regard. The FCI Ltd., Sindri Unit, Sindri reserves the right to make appropriate/proportionate deductions from the Bills and Security Deposit of the Contractor and also make alternate arrangements (including engagement of other Contractor) for the continuance of the job at their cost and risk without prejudice of other action like debarment of the Contractor from participation in future Contract, etc.
- 4.05 The Contractor is fully responsible for correct execution of the work in accordance with the Officer-in-Charge of the FCI Ltd., Sindri Unit progressively.
- 4.06 All tools, tackles, consumable items, safety appliances, printed receipts etc., as required for the job are to be arranged by the Contractor at his own cost unless otherwise specified.

5.00 PAYMENT OF BID:

- 5.01 The successful tenderer of Saharpura Morning Hatia shall have to deposit the entire Bid Money at a time and complete all formalities within seven days from the date of issue of Letter of Intent, failing which it will be treated as cancelled and the Earnest Money will be forfeited and the firm will be debarred from their participation in future Contracts.

6.00 REGISTRATION & LABOUR LICENCE

- 6.01 The Contractor shall have to obtain Registration Certificate from appropriate authority under Jharkhand Shops & Establishment Act/Company Act/Co-operative Act, as applicable.
- 6.02 Contractors who deploy or had deployed (or employed) twenty or more labourers/workmen on any day of the preceding twelve months shall have to take Labour Licence under Contract Labour (R&A) Act, 1970 and Central Contract Labour (R&A) Rules, 1971 from the appropriate Labour Licensing Authority of the Government of India.
- 6.03 It is brought to the notice to all Contractors that The Employees Provident Funds and Miscellaneous Provisions Act. 1952 is applicable to all such establishment, which are employing twenty or more persons. The concerned Contractors are accordingly advised, in their own interest, to get themselves registered with the EPF Organisation, if the EPF Act. 1952 is applicable to them, for maintenance of the EPF Accounts of their labourers/persons employed for the Contract with the FCIL Sindri Unit and furnish their P.F. Registration Number alongwith photocopy of Certificate while submitting their Quotation. In case they are not covered under the said Act, they may submit their declaration to such effect under their signature and seal duly notarised.

7.00 PAYMENT/LEAVE/HOLIDAYS TO CONTRACT LABOURERS

- 7.01 The Contractor shall have to pay wages to their labourers not less than scheduled Minimum Wages prescribed under the provisions of the Minimum Wages Act, 1948 and Contract Labour (R&A) Act, 1970 and Rules made therein from time to time.

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7.02 The Contractor shall have to provide EPF, leave and holidays to their labourers as provided in the Acts.

8.00 SAFETY & WELFARE FOR CONTRACTOR'S LABOURERS

8.01 Labourers engaged by the Contractor will be his/their labourers and he/they will be solely responsible for their safety and security. All safety measures are to be taken up by the Contractor before starting the job to avoid any accident and mis-happenings.

8.02 All welfare and other facilities applicable as per the Legislation are to be provided by the Contractor to his labourers.

8.03 All other applicable labour laws are to be observed by the Contractor.

9.00 EARNEST MONEY:

9.01 Tenderers shall have to deposit the specified Earnest Money in form of Demand Draft in favour of "F.C.I. Ltd., Sindri Unit", payable on Canara Bank, Sindri Branch, Sindri, 'OR' Cash with the Jr. Consultant Gr-I (Finance), FCI Ltd., Sindri Unit and submit proof thereof along with their tender. Cheque/out station draft will not be accepted as Earnest Money.

9.02 Co-operative Societies not registered for the tendered job/or not having the valid Registration Certificate shall also be required to submit proof of Earnest Money deposit as detailed in paragraph 9.01 either in form of Cash receipt voucher issued by the Finance Manager, FCI Ltd., Sindri Unit or through Bank Draft.

9.03 Earnest Money will not bear any interest and will be refunded to the unsuccessful tenderer after the tender is finally decided.

9.04 Earnest Money receipt in token of the said deposit should accompany in each tender without which tenders will be liable for rejection. Earnest Money will be converted as Security Deposit in case of the successful tenderer.

9.05 50% of quoted bid value to be paid through Demand Draft payable on Canara Bank, Sindri in favour of "The F.C.I. Ltd. Sindri Unit" and Demand Draft must be enclosed with Price Bid.

9.06 **Payment of Bid amount in Instalments will not be allowed** and contractor should complete all formalities within seven days from the date of issue of Letter of Intent, failing which it will be treated as cancelled and the Earnest Money will be forfeited and the Firm will be debarred from their participation in all future contracts of FCIL, Sindri Unit.

9.07 In case of non-compliance of terms and conditions of Tender Document including rate quoted by the parties below the Reserve Price of Tender Value, in that event the tender submitted by the parties will be rejected, Earnest Money deposited by the party shall be forfeited and the party will be debarred from participation in future tenders in FCIL, Sindri Unit.

10.00 SECURITY DEPOSIT

10.01 Earnest Money, if deposited either in cash or Bank Draft, will be adjusted against this security deposit.

10.02 The tenderers, if exempted from Earnest Money Deposit, shall be required to deposit an amount equivalent to the earnest money as security deposit before start of the Contract.

10.03 The FCI Ltd; Sindri Unit, Sindri however, reserves the right to forfeit the Security Deposit, if the Contractor fails or neglects to take up the job, abide by and fulfil the terms and conditions of the Contract and/or to execute the work satisfactorily.

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10.04 Security Deposit will be refunded after Contract period is over on production of Satisfactory Completion Certificate obtained from the Jr. Consultant Gr-I (Finance, Estate & EDP) or his Authorised Nominee.

11.00 TERMINATION/SUSPENSION OF CONTRACT

11.01 The F.C.I. Ltd., Sindri Unit reserves right to amend, reduce, modify or terminate the Contract at any time without assigning any reason thereof at its sole discretion and no claim whatsoever shall be entertained from the Contractor on this account.

11.02 The FCI Ltd., Sindri Unit also reserves the right to decrease/modify the scope of work or suspend the work at any stage for any length of time in the paramount interest of the FCI Ltd., Sindri Unit without assigning any reasons and no claim from the Contractor shall be entertained.

11.03 In case of exigency, the FCIL, Sindri Unit may terminate the licence for collection of Ground Rent & Parking Charges at any time during the currency of the Contract by giving 15 days notice to the Licensee (Contractor) and in that event the bid money may be refunded proportionately for the left over period of the Contract without any interest or any kind of compensation as decided by the FCIL, Sindri Unit at its sole discretion.

12.00 ACCEPTANCE/REJECTION OF TENDERS

12.01 The acceptance of tender will rest with the FCI Ltd; Sindri Unit, who do not bind themselves to accept the highest bid or any other tender and reserve to themselves the right to reject in part or full any or all the tenders received or split the entire job among two or more tenderers without assigning any reason therefore and in that event no claim whatsoever, from either side, will be entertained.

12.02 Late or incomplete tenders are liable to be rejected. Coinage in the tendered rates, if any, should be limited to two decimal digits only. Any digit after two decimal digits shall be simply ignored without any reference to the tenderer.

13.00 PARALLEL CONTRACT

13.01 The F.C.I. Ltd., Sindri Unit Management also reserves the right to enter into parallel Contract(s) with one or more parties in the interest of the Corporation and in such case Security Deposit may be reviewed at the F.C.I. Ltd., Sindri Unit's discretion, if considered necessary.

14.00 SETTLEMENT OF DISPUTE

14.01 Amicable efforts shall be made to settle the claim, if any, by direct negotiation with the Jr. Consultant Gr-I (Finance, Estate & EDP). In case the same is not settled, all disputes & differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this Contract or the breach thereof shall be referred to the Unit Incharge, FCIL Sindri 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 1996 or any statutory modification or re-enactment or rules made there-under shall apply to the Arbitration proceedings under this clause.

No objection shall be made to the appointment of the above Arbitrator on 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 expressed any views thereon.

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15.00 JURISDICTION OF COURT

15.01 The Contract shall be deemed to have been entered into at Sindri and all cause of action in relation to this Contract will, therefore, be deemed to have arisen within the jurisdiction of Dhanbad Court only in the District of Dhanbad, the State of Jharkhand.

16.0 GENERAL

16.01 The Contractor is required to furnish copy of Bank Account with local Bankers as well as Permanent and Local Address in the tender document with address proof.

16.02 The Contractor shall have to execute an agreement with the FCI Ltd., Sindri Unit before starting the jobs on Non Judicial Stamp Paper of appropriate value at his own cost and necessary papers required for the purpose will have to be made available by him to the Office of the Jr. Consultant Gr-I (Finance, Estate & EDP).

16.03 Tenders shall be submitted in two envelopes duly sealed. Both Envelopes shall be put in one envelope and sealed. NIT No. and Job Title shall be super-scribed on all three envelopes. **Envelope-1** shall be marked as "COMMERCIAL BID" and shall contain following documents:-

- i) Tender Document (other than format of Rate Schedule) duly signed on each page by the tenderer in token of acceptance of the Terms & Conditions included in the document.
- ii) Valid Certificate of Registration under Shops & Establishment Act/Company Act/Co-operative Act and Certificate as per Clause 6.03, as applicable.
- iii) Copy of Permanent Account Number of Income Tax.
- iv) Proof of Earnest Money Deposit/Demand Draft towards Earnest Money.

Envelope-2 shall be marked as "PRICE BID" and shall contain the Format for the Rate Schedule attached with tender document, duly filled in and signed by the tenderer under his seal on each page. The rates shall be kept firm during its currency/period of the Contract as well as during its extended period, if any.

Envelope-2 shall be opened only when documents of Envelope-1 are found in order. The discretion of the FCI Ltd., Sindri Unit shall be final in this regard and no claim whatsoever shall be entertained.

Demand Draft for 50% of quoted bid value in favour of "The F.C.I. Ltd., Sindri Unit" payable at Canara Bank, Sindri Branch, shall also be attached in Envelope – 2.

16.04 Tenders that do not fulfil the prescribed conditions as given in the NIT/Tender Document are liable to be ignored/ rejected.

16.05 The intending tenderers in their own interest, are advised to visit the site and get themselves acquainted with the Modus Operandi of the Contract and actual nature/volume of work before participation in Tender so that the job is performed as per specification without any day-to-day interference by the FCI Ltd; Sindri Unit. They may contact the concerned Department/Area Head or his authorised nominee on any working day during General Shift hours if they so desire. Any claim put forward by the Contractor due to ignorance in this account shall not be admitted.

(D. ADHIKARY)

JR. CONSULTANT GR-I (FINANCE, ESTATE & EDP)

Encl.: Format for Rate Schedule.

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THE FERTILIZER CORPORATION OF INDIA LTD., SINDRI UNIT
ADMINISTRATION DEPARTMENT

NIT NO: FCIS/Est-Rev-8(153)/2024/

Dated 24/06/2024

FORMAT FOR RATE SCHEDULE

I/We have carefully read all the provisions/terms and conditions of the above NIT/Tender Document and have satisfied myself/ourselves. I/We do hereby tender to execute for The Fertilizer Corporation of India Ltd., Sindri Unit, Sindri, Distt. Dhanbad, Jharkhand, the under-mentioned job as per specifications as embodied in the NIT/Tender Document at the rate as quoted below: -

Sl. No.	Item	Unit	Amount quoted for one year (in figures and words as well)
1.	Collection of Ground Rent and Parking Charges from Saharpura Morning Hatia (Seven days in a Week)	01	Rs. _____ (Rupees _____)

Total Rs. _____

The rates quoted hereinabove are **NET** inclusive of all other items, i.e., overheads, taxes and levies taken into consideration and discount.

Should the tender be accepted, I/We agree to abide by and fulfil the conditions as per the specifications (attached) which has been read by me/us and explained to me/us so far as applicable and in default thereof agree to pay to the FCI Ltd., Sindri Unit compensation/penalty as laid down in the Tender document without any prejudice to any other rights.

Signed and sealed tender submitted in token of acceptance of other terms and conditions and set-forth in the NIT/Tender document.

Earnest Money Receipt/

Signature of the Tenderer _____

Bank Draft Details:

Full Name _____

No.: _____

Address(Local) _____

Date: _____

Drawn on: _____

Address (Permanent) _____

Banker's Name & A/C No. _____

Note:- Demand Draft for 50% of quoted bid value in favour of "THE F.C.I. LTD. SINDRI UNIT" payable at Canara Bank, Sindri must be enclosed with above Price Bid, otherwise their tender will not be accepted.

THE FERTILIZER CORPORATION OF INDIA LTD.
SINDRI UNIT
(A GOVERNMENT OF INDIA UNDERTAKING)
(ADMINISTRATION DEPARTMENT)

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Ref. No. FCIS/EST-REV-8(153)/2024/

Dated 10/06/2024

**REVISED RATE CHART FOR COLLECTION OF GROUND RENT AND
PARKING CHARGES FROM SAHARURA MORNING HATIA (07 DAYS IN A
WEEK).**

GROUND RENT FOR EVERY HATIA DAYS

- (1) Villagers bring vegetables for sale in basket Rs. 5/-**
- (2) Squatters selling vegetables, potatoes, eggs etc Rs.10/-**
- (3) Squatters occupying pavements having sheds Rs.20/-**
- (4) Squatters selling fish/fruits on open space Rs.20/-**

PARKING CHARGES FOR EVERY HATIA DAYS

- | | | |
|---|----------|-----------------|
| (a) Cycle | - | Rs. 2.00 |
| (b) Motor Cycle/Scooter/Moped | - | Rs. 5.00 |
| (c) Car | - | Rs.10.00 |

By Order