

**THE FERTILIZER CORPORATION OF INDIA LTD.
SINDRI UNIT SINDRI**

NIT NO: FCIS/TC/Water Service/Maintenance/2024

DATE: 27.06.2024

NOTICE INVITING TENDER.

Sealed tenders under Two bid system are invited for under-mentioned jobs from financially sound, resourceful and in line experienced contractors, who fulfill the following conditions: -

1. Should be a registered contractor under Jharkhand, shops and establishment Act/Co-operative Act, as applicable.
2. Should have PAN Card.
3. Should have Service tax Registration Certificate.
4. Should have EPF, ESI & GST Registration.
5. Should have successfully executed at least three similar works of maintenance of Sanitary Water Lines of 40% value, or two similar works of 50% value, or one similar work of 80% value of our annual estimated value of the job' which is Rs.12.48 Lakh only in any organization/establishment of Govt./ Semi Govt./PSUs/Autonomous Bodies/Organization of Repute.

Accordingly, the interested contractor having in line experience may apply for issue of tender papers from the Office of Unit In-charge, F.C.I. Ltd., Sindri Unit, P.O. – Sindri, Distt. – Dhanbad, Pin Code – 828122 with following documents: -

1. Photocopy of registration and labour license (Central)
2. Proof of execution of similar works of maintenance of Sanitary Water Lines

The cost of Tender Document is Rs.1000/- (Rupees One Thousand only). It is to be noted that tender documents will not be issued to applicant not meeting the above requirements.

AREA: FCIL. PREMISES.- Validity of Contract - One year (01.08.2024 to 31.07.2025)

Sl.	Name of work	Earnest Money
1	Maintenance job of Sanitary Water Lines in FCIL Sindri Township by deployment of 2-SSW and 2- USW	Rs. 15000.00 – (Rupees fifteen thousand only.)

Tender document non-transferable can be obtained from the Office of Unit In-charge, F.C.I. Ltd., Sindri by making written request on letter head & on payment of cost of Tender Document (Non-refundable) by way of either :-

Banker's cheque issued by State Bank of India, Sindri Branch in favour of 'FCI Ltd, Sindri Unit', Sindri.
OR

Depositing in cash with Jr. Consultant Gr.I (Finance), FCIL, Sindri Unit, Sindri and submitting proof thereof along with the written request.

No tender shall be considered if not submitted with the required earnest money as per stipulation in the above para.

THE SCHEDULE OF TENDER.

Last date & time of receipt of written request for issue of Tender document.	Last date & time of issue of Tender Document.	Last date & time of submission of tender document	Last date & time of Tender Opening	
			Commercial Bid	Price Bid
12.07.2024 by 12.00 Noon	12.07.2024 at 1.00 P.M.	12.07.2024 at 3.00 P.M.	12.07.2024 at 3.30 P.M.	To be notified later.

Tender document will be issued during normal working hours as per the dates mentioned above against the written request supported by documentary proof for the above said credentials.

1. Tender document will be submitted in the sealed boxes placed in the Office of Unit In-charge, F.C.I. Ltd., Sindri, New Administrative Building up to 3.00 P.M. and techno-commercial bid will be opened at 3.30 P.M. on the dates mentioned above in presence of the tenderers or their representative who wish to be present.
2. Price Bid of only those bidders whose Techno-Commercial bids are found acceptable will be opened. The date and time of opening of price bid will be notified at appropriate time.
3. Tender documents will neither be issued nor accepted by Post.
4. Following documents are required to be submitted along with tender document:
 - Permanent Account No. of Income Tax & Income Tax Return for last three years.
 - Provident Fund Registration Certificate.
 - Valid certificate of registration under Shops & Establishment Act/Co. of Act/Co-operative societies Act. and P.F. registration, if covered, if not covered declaration certificate under contractors signature & seal duly notarized.
 - Proof of earnest money deposit/demand draft towards Earnest Money.
 - Certified photocopy of partnership deed (in case of partnership firm only)
 - Permission from Registrar of Co-operative Societies Jharkhand for participating in the Tender for the tendered job (Applicable for co-operative societies).
 - Photocopy of GST Registration Certificate and last three years GST return.
 - Proof of experience as specified in Tender Document.The respective merit of the tenders shall be evaluated on the basis of Documents listed above.
5. FCIL Management reserves the right not to issue tender document to any party and or rejecting any or all tenders without assigning any reasons.
6. The respective merit of the tenders shall be evaluated on the basis of documents listed above.

(D. Adhikary)
Jr. Consultant Gr-I (F, E & EDP)
FCIL Sindri Unit

THE FERTILIZER CORPORATION OF INDIA LIMITED
SINDRI UNIT, SINDRI
(A GOVERNMENT OF INDIA UNDERTAKING)

Regd. Office : 7, Institutional Area,
SCOPE Complex, Core – III,
Lodi Road, New Delhi – 100 003.



P.O.: Sindri
Dist.: Dhanbad
Jharkhand – 828 122.

TENDER DOCUMENT
(Not Transferable)

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

NIT NO.: FCIS/TC/Water Service/Maintenance/2024/

DATE : 27.06.2024

JOB TITLE: Maintenance job of Sanitary Water Lines in FCIL Sindri Township by deployment of 2-SSW and 2- USW

WORK / JOB LOCATION : Premises of FCIL, Sindri Unit

TENDER FEE : Rs.1000/- (Rupees One Thousand) only Per set (Non – refundable)

Sl.	Name of work	E.M.D.
1	Maintenance job of Sanitary Water Lines in FCIL Sindri Township by deployment of 2-SSW and 2- USW.	15000.00

TENDER VALUE :

LAST DATE/TIME FOR ISSUE OF TENDER PAPER : 12.07.2024 at 1.00 P.M.

LAST DATE / TIME FOR TENDER SUBMISSION : 12.07.2024 at 3.00 P.M.

DATE / TIME OF BID OPENING : 12.07.2024 at 3.30 P.M.

PLACE OF RECEIPT OF TENDER : Unit In-charge, Sindri Unit, FCIL, New Administrative Building, Sindri, Dhanbad – 828 122.

(D. Adhikary)
Jr. Consultant Gr-I (Fin., Est. &EDP)
FCIL Sindri Unit

1.0 ELIGIBILITY CRITERIA FOR BIDDERS

The bidder should have successfully carried out at least three jobs of maintenance of Sanitary Water Lines of 40% of Tender value or two jobs of 50% value or one job of 80% value, which is Rs.12.48 lakh in any organization/establishment of Govt. /Semi Govt./PSUs/ Autonomous Bodies/Organization of Repute.

2.0 REFERS TO NOTE SPECIFICALLY:

- i. Submission of the Tender by the Tenderer implies that he has read and accepted the instructions, terms & conditions 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 the tenderer.
- 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 & corrections. Any correction(s) wherever 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” or “Zero” or its derivatives as Service Charge will be rejected summarily”. Minimum of Service Charge should not be less than 3.85%.**
- x. **In case service charges quoted by two or more parties are same, L-1 will be decided by considering the maximum turn-over of the bidders in the last three years, which is submitted by the Bidder in a separate sheet.**
- xi. **Service Charge quoted by the bidder shall be calculated at the time of Work Order and fixed amount would be paid for the entire period of contract, irrespective of the fact that the rates of wages are revised by the Central Government vide gazette notification.**

3.0 JOB Title : Maintenance job of Sanitary Water Lines in FCIL Sindri Township by deployment of 2-SSW and 2- USW

3.01 **Nature of job: Manual** - It is to be done strictly during general shift hours of the factory on working days only. It is meant for supply of Unskilled workers (USW) and Semi-Skilled Workers (SSW).

3.02 The tenderer must superscribe name of job and Enquiry no. on top of the sealed envelope.

3.03 Contract Period: One year from the date of placement of Work Order.

- 3.04 Bidders should study the quantum of job prior to participating in a particular item. The bidder must have experience of carrying out maintenance of Sanitary Water Lines in any Government/PSU/Private Organization. **Those bidders who do not have E.P.F. code should note that they will not be eligible for quoting the rate.** In case they do not succeed in completing the job, the same will be stopped after expiry of completion period and no payment shall be made for part job done.
- 3.05 In case more than one bidder quote same Service Charge, **job will be awarded by considering the maximum turn-over of the bidders in the last three years, which is submitted by the Bidder in a separate sheet.**
- 3.06 The wages payable to these workmen is as per following schedule as notified by the Central Government Labour Department effective from 01.04.2024

Particulars	USW	SSW
Basic	437.00	494.00
DA	214.00	240.00
Total	651.00	734.00
PF 12% of Basic + DA limited to Gross Pay of Rs.15000.00	69.23	69.23
Surcharge 0.5% (B+DA)	2.88	2.88
EDIL 0.5% of (B+DA)	2.88	2.88
ESI @ 3.25%	21.16	23.86
Min. Bonus 8.33%	54.23	61.14
Total (A)	801.38	893.99

Tender Value : Rs.10,57,910.88 + Rs.1,90,424.00 GST @ 18% = Rs.12,48,334.88

The above wage schedule is at the rate of prevailing minimum wage notified by the Government. In case of any wage revision, minimum wage will be protected by amending the work order value.

The contract can be extended on same terms & condition for further one-year period on satisfactory performance subject to mutual consent of both FCIL and contractor. However, a month to month work order will be issued after reviewing our requirement. The work order may be terminated at any time depending upon the requirements.

Group Insurance: - Group Insurance Policy is to be taken by the contractor covering engaged personnel for sailable amount. This amount will be reimbursed by FCI Ltd., Sindri Unit, Sindri, on production of relevant document.

4.0 TERMS AND CONDITION

- 4.1 The contract shall be executed under sole supervision of the Contractor. He shall have to be present at the work place either personally or through his supervisor every day during working hours to supervise and control his work force as per the job requirement.
- 4.2 The contractor or his supervisor will assess the requirement of the manpower, if applicable, according to the quantum of job and will deploy and supervise them as per specification of the job / contract to entire satisfaction of the Engineer / Officer-in-Charge of the FCI Ltd., Sindri Unit.

- 4.3 The Contractor's men will observe all the Safety Precautions as per the FCI Safety Rules while working on site and the concerned contractor will be solely responsible for the same.
- 4.4 The FCI Ltd, Sindri Unit reserves the right to ensure that the contractor for execution of the job is deploying medically fit persons.
- 4.5 The contractor shall submit the list of laborers / workmen engaged by them for the contract immediately on issuance of Letter of Intent / Work Order. The contractor shall also keep the laborers ready at his disposal to avoid any dislocation of the work and maintenance of its day-to-day progress. However, no claim will be entertained for the idle labour.
- 4.6 No portion of the contract job shall be sub-let without prior permission of the FCI Ltd., Sindri Unit in writing.
- 4.7 Contract shall generally be carried out during specified shift hours of the FCI Ltd., Sindri Unit and working hours of laborers/ workers engaged by the contractor shall be regulated as per provisions of the Factories Act, 1948 and Rules made therein.
- 4.8 The contractor shall have to ensure Safety and Security of machines, equipment etc. handled during tenure of the contract. The loss due to damage of these shall be on account of the contractor.
- 4.9 Contractor shall give name and address of contractor's supervisor/ laborers for the job from time to time.
- 4.10 The contractor will be solely responsible for any misconduct of his labour and his supervisor.

5.0 TERMS OF THE TENDER

- Work Order on successful bidder may be placed on any day for 312 days and completion period shall be counted from the date of placement of work order.
- 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 requirement, his contract will be liable for termination at the sole discretion of the FCI LTD, Sindri Unit.

6.0 EXECUTION OF CONTRACT

- (i) If the contractor, whose tender is accepted by the management, fails to undertake the work as per the terms of contract, their deposited Earnest money will be forfeited.
- (ii) On award of the contract, the contractor may be required to take up the job on short notice (even of two hours) from the Department/ Area Head or his authorized nominee. They may also inspect the contractors' performance at any time they like and contractor shall have to abide by their instruction.
- (iii) Contractor shall have to chalk out detailed programme in consultation with concerned Department / Area Head or his authorized nominee on receipt of Job Order / Work Order. The availability of resources such as manpower, materials, equipment, tools & tackles etc. proposed to be utilized for the execution of the contract, local (Plant/Area) conditions, hindrance, standard of finishing expected shall be taken care by contractor. .
- (iv) Time is the essence of contract. Contractor shall make all effort to complete the job within specified time schedule intimated to him from time to time by the Department / Area Head or his authorized nominee. The contractor shall mobilize his work force and resources within reasonable time so that stipulated time schedule is strictly adhered. In

case of failure on the part of the contractor for non-fulfillment of the contractual obligation within the stipulated time schedule, he shall be liable to pay penalty at the rate to be deemed suitable subject to maximum 10% of the contract value.

- (v) 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 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.
- (vi) The contractor is fully responsible for correct execution of the work in accordance with Engineer / Officer –in- charge of the FCI Ltd., Sindri Unit progressively.
- (vii) All tools, tackles, consumable items, safety appliances etc. as required for the job are to be arranged by the contractor at his own cost unless otherwise specified.

7.0 Quotation

The bidders have to quote their service charges in the enclosed 'Rate Schedule' only. The service charge to be quoted should be in % of the total wage payable to workman before deduction against PF and ESI Contribution. The quoted Service Charge should not be less than 3.85%. The service charge once quoted will be calculated at the time of Work Order and the Service Charge amount so calculated would remain same during whole Contract period.

8.0 PAYMENT OF BILLS

- 8.1 Bills in quadruplicate will be submitted to the concerned Department / Area head, of FCI Ltd., Sindri Unit, Sindri together with Labour Payment Certificate issued by him and a photo copy of Challan towards their P.F. / pension contribution etc., if applicable to FCIL, Sindri at the end of each calendar month.
- 8.2 Payment shall be made on month to month basis on certification by Engineer/ Officer incharge that specifications/ extent of maintenance has been adhered to during the payment month. No extra payment shall be made for extra job.
- 8.3 The performance shall be judged on month to month basis and payment shall be released accordingly. Decision of the Area Head and/ or his authorized nominee shall be final and binding on Contractor.
- 8.4 In the opinion of inspecting authority, if the job has not been carried out according to specification the payment shall be withheld. The decision of the Officer/ Engineer in charge shall be final and binding in this regard.
- 8.5 Income Tax as applicable as per IT Rules and GST, if applicable, will be deducted from the Running / Final bills.
- 8.6 Partial job shall be treated as no job done and no payment shall be made unless it is completed in all respects to entire satisfaction of the Engineer/ officer in charge of the FCI Ltd., Sindri Unit.

9.0 REGISTRATION & LABOUR LICENSE

- 9.1 The Contractor shall have to obtain Registration Certificate from appropriate authority under Jharkhand Shops & Establishment Act/Company Act/Co-operative Act, as applicable and keep the same valid during the contract period.
- 9.2 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 License 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. At no point of time, the Contractor will engage more labourers than the licensed strength either singularly against this contract or cumulatively along with other contracts entered by him with the FCI Ltd., Sindri Unit.

10.0 PAYMENT/LEAVE/HOLIDAYS TO CONTRACT LABOURERS

- 10.1 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. Contractor will reimburse any increase in minimum wages from time to time by Central Government as per actual payment to his workers. No wage period shall exceed one month and the payment has to be made latest by 7th day of every month positively irrespective of his submission of bills to the FCI Ltd., Sindri Unit.
- 10.2 The Contractor shall be required to make payment to his labourers/workers by depositing their wages directly in their Bank Account.
- 10.3 The contractor shall have to provide leave and holidays to their labourers as provided in the Acts and adopted by the FCI Ltd., Sindri Unit for contract labourers working in its premises. He shall notify list of such Holidays applicable to his labourers during the contract period on assumption of contract and submit a copy of the same to the concerned Department/Area Head.
- 10.4 The Contractor shall have to deduct PF contribution at the rate applicable to the FCIL. Contribution of the employees together with matching amount by the contractor is to be deposited to the account of the labor in a suitable fund of the EPF organization. Please refer our circular no. FCIS-12(108)/05/Pers Dated 21-03-2005. The certificate of deposit is to be produced at the time of billing.
- 10.5 The Contractor shall have to issue Employment Card to his each and every labourer engaged for the contract in the prescribed format (Form-XIV) on assumption of contract indicating tenure of the employment and will issue Service Cards to them on termination of contract.
- 10.6 The contractor shall have to issue Attendance Card as per the provision of Contract Labour (R & A) Act to his each and every labourer incorporating therein that his service is liable for termination without assigning any reason, if the labourer is engaged specifically for this contract. Further, the contractor shall put in that case a clause in their Employment Card that their services are liable for termination without assigning any reason whatsoever.
- 10.7 The Contractor shall maintain Registers for his labourers as provided in the Factory Act 1948, Jharkhand Factory Rules 1950. Central Minimum Wages Act. 1948 & Rule 23 of the Wages (Central) Rules 1950, Central Industrial Establishment (National and Festival Holidays and Casual Leaves) Rules and other applicable rules and the same shall be made available by him for inspection as and when required.
- 10.8 The Contractor will return all the gate passes issued to his workers after completion of the contract duly forwarded by the concerned Department/Area Head and deposit the same to the Estate Officer of the FCI Ltd., Sindri unit and obtain an endorsement to this effect from him. Final bill of the contractor will not be released unless the final bill is accompanied with the above Certificate.

11.0 SAFETY & WELFARE FOR CONTRACTOR'S LABOURERS

- 11.1 Labourers engaged by the contractor will be his labourers and he 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-happening.
- 11.2 The Contractor shall provide necessary safety appliances and protective clothing to their Labourers/workmen at his own cost.
- 11.3 The contractor shall take an insurance policy of appropriate coverage for all of his labourers working under this contract. The contractor shall produce the copy of policy before assumption of his contract. Payment of Bills of the contractor is liable to be withheld, if the contractor fails to submit proof of insurance cover taken by the contractor.
- 11.4 All welfare and other facilities applicable as per the Factory Act and other Legislation are to be provided by the contractor to his labourers failing which the FCI Ltd., Sindri Unit may provide the same and cost would be recovered from the contractor along with 20 % Service Charge.
- 11.5 All other applicable labour laws are to be observed by the contractor.

12.0 EARNEST MONEY:

- (i) Tenderers shall have to deposit requisite Earnest Money in cash with the Jr. Consultant Gr.I (Finance), FCI Sindri and submit proof thereof along with their tender
- or
- (ii) Tenderers may submit a Bank Draft/Banker's Cheque drawn on Canara Bank, Sindri Branch in favour of "FCI Ltd. Sindri Unit"
- (iii) 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.
- (iv) Earnest Money will not bear any interest and will be refunded to the unsuccessful tenderer after the tender is finally decided. Earnest Money receipt in token of the said deposit should accompany each tender without which tenders will be liable for rejection. Earnest Money shall offset the security deposit in case of the successful tenderer.
- (v) EPBG @ 3% of Contract value will be deposited as Security Deposit & bear no interest. It will be refunded after expiry of contract.
- (vi) 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 fulfill the terms and conditions of the contract and or to execute the work satisfactory.
- (vii) Security Deposit will be refunded after Guarantee period is over on production of following Certificate:
- (1) Satisfactory completion certificate obtained from concerned department/Area Head or his authorized nominee.
 - (2) No demand certificate from all concerned sections
- (viii) Earnest Money of the successful tenderer will be offset against this Security Deposit.

13.0 TERMINATION/SUSPENSION OF CONTRACT

- 13.1 If the contractor defaults or abandons the jobs during contract period or his performance is not satisfactory, his contract shall be terminated and got executed through other agency at risk and cost of defaulting contractor. In addition the contractor shall not be considered for any future contract apart from other actions as deemed fit.

13.2 The FCI Ltd., Sindri Unit reserves right to amend/reduce/modify or terminate the contract at any time without assigning any reason therefor at its sole discretion and no claim whatsoever shall be entertained from the Contractor on this account.

13.3 The FCIL, 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.

14.0 ACCEPTANCE/REJECTION OF TENDERS

14.1 The acceptance of tender will rest with the FCIL, Sindri Unit who do not bind themselves to accept the lowest 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 shall bear no liability, whatsoever, consequent upon such a decision.

14.2 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.

15.0 PARALLEL CONTRACT

The FCI 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 FCI Ltd., Sindri Unit's discretion, if considered necessary.

16.0 SETTLEMENT OF DESPUTE

16.1 Amicable efforts shall be made to settle the claim, if any, by direct negotiation with Engineer-in-Charge/Officer-in-Charge/concerned Department/Area Head and in case the same is not acceptable, than the same is referred to the In-charge, FCIL Sindri Unit.

16.2 In the matter of controversy / dispute, the decision of the In-charge, FCIL Sindri Unit shall be final and binding in all matters to both parties pertaining to the execution of contract.

17.0 JURISDICTION OF COURT

17.1 The contract shall be deemed to have been entered in-to at Sindri and all causes 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 in Jharkhand State.

18.0 GENERAL

18.1 Other terms and conditions of the General Directions and Conditions of Contracts (GDCC) in the FCI Ltd., Sindri Unit will also be applicable to this contract.

18.2 The Contractor is required to furnish Bank Account with local Bankers as well as Permanent and Local Address in the tender document & Mobile/Telephone No.

18.3 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 concerned Department / area Head.

18.4 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 superscribed on all three envelopes.

Envelope-1 shall be marked “**ENVELOPE-A: COMMERCIAL BID**” and shall contain following documents:

- i) Tender Document (other than format of Rate Schedule) duly signed on each page by the tenderer as 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 as applicable.
- iii) Labour License under Contract Labour (R&A) Act from the Asst. Labour Commissioner (Central), Govt. of India, Dhanbad valid for the FCI Ltd., Sindri Unit, if available.
- iv) PAN CARD
- v) Proof of Earnest Money Deposit/Demand Draft towards Earnest Money.
- vi) Proof of Execution of Maintenance of Sanitary water line job (Copy of Work Order along with Completion Certificate and Performance Report).
- vii) EPF Registration.

Envelope-2 shall be marked “**ENVELOPE—B: 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. The rates shall be kept firm during its currency/period of the contract as well as during its extended period, if any.

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

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

18.6 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 authorized nominee on any working day during General Shift hours if they so desire. Any claim put forward by the contractor due to ignorance on this account shall not be admitted.

(D. Adhikary)
Jr. Consultant Gr-I (Fin., Est. &EDP)
FCIL Sindri Unit

Encl.: Format for Rate Schedule.

Rate Schedule
(To be filled by the Bidder)

**Sub: - Maintenance job of Sanitary Water Lines in FCIL Sindri Township
by deployment of 2-SSW and 2- USW**

NIT No.: FCIS/TC/Water Service/Maintenance/2024/

Date: 27.06.2024

Sl. No	Job Description	Scheduled Rate per man day (Rs.)	Service charge (not less than 3.85% of tender value)
1	Maintenance job of Sanitary Water Lines in FCIL Sindri Township by Deployment of 2-SSW and 2-USW.	SSW - Rs.893.99 USW - Rs.801.38	

Earnest Money receipt/

Bank Draft Details: _____

Full Address

Name _____

Local _____

(Permanent)

(_____)

Signature of Contractor

Banker and Bank Account no. _____

**IMPORTANT CHECK LIST**

The tenderer submitting bids should attach self-certified scanned **copy** of following documents:-

S. No	Eligibility Criteria	Following documents required to submit with Technical bid	Submitted	Not Submitted
			Please Tick appropriate column whether submitted or not	
01	Cost of Tender Fee	DD in original should reach before opening of technical bid		
02	EMD Amount	DD in original should reach before opening of technical bid		
03	PAN No.	Attach proof		
04	GST No.	Attach proof		
05	EPF Registration no.	Attach proof		
06	ESI Registration no.	Attach proof		
07	Sealed and Signed Tender Acceptance Letter	On their letter head to be submitted		
08	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		
09	Registration Certificate of firm/Partnership firm/ Co-operative societies/individual	Attach proof		
10	Registration certificate under Contract Labour (R&A) Act,1970	Attach Certificate /affidavit		
11	Self-Certificate of not being blacklisted by any PSU / Central Government / any State Govt..	Attach Self Certificate in this regard .		
12	Income Tax Returns/Clearance certificate	Proof of ITRs/Clearance Certificate/ Signed Balance sheet		
13	Experience Certificates / Completion Certificates	Similar work experience proof		
14	Turnover Details	Proof in support of turnover		
15	Jobs in Hand	Any Proof regarding jobs in hand		

IMPORTANT:-

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

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

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 per day at FCIL, Sindri or at any place at the discretion of the management given above for safety & security. Arrangements for necessary Reliever should be made by the Service Provider to ensure deployment of 10 manpower per day.
3. Normal duty hours shall be 8 hours in general with one day weekly-off. However, outsourced labour shall have to work on holidays, if necessary based on demand of work.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. GST will be reimbursed after submission of proof of deposition and the same appearing in GSTR-2A of the Company of respective month.
11. Statutory Deduction such as TDS etc. and other taxes as applicable will be deducted from each bill.
12. You have to make payment to the workmen engaged by you through their bank accounts directly and cash payment 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.
13. All the payment sheets along with attendance register copy and proof of PF payment has to be submitted to Finance Department every month duly verified by the In-charge, FCIL, Sindri Unit.

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14. 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.
15. 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.
16. The Service Provider /Agency shall not assign, transfer, pledge, or sub-contract the performance of services without the prior written consent of the FCIL.
17. The personnel deployed by the contractor shall be paid at the rate specified by the FCIL in under Para 3.06 of the tender document, 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.
18. 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.
19. 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.
20. Contractor shall be capable to pay monthly wages up to one month from his own resources in case of delay in payment and submission of bills by the contracting firm/company/agency.
21. 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.**
22. **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 Incharge, FCIL, Sindri Unit duly pre-receipted and duly verified by the In-charge.
 - I. 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.
23. Bills for payment should be sent directly to the In-charge, FCIL, Sindri Unit.
24. All bills should be verified and authenticated in all respects from your side as well from In-charge, FCIL, Sindri Unit by 15th day of each month.
25. In case of delay in submission of bills, a penalty of Rs.1000/- per day will be levied.

26. 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 Security Guards.
 - 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.
27. Bill for the subsequent month will be paid only after submission of certificate of disbursement of wages of previous month.
28. 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.
29. 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.
30. Initially, the Service Provider /Agency shall be entrusted the contract for a period of one year.
31. 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.
32. 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.
33. 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.
34. The rates are to be quoted in the prescribed format in Indian Rupees only.
35. Tenders in any other form, including E-mail, will not be entertained
36. **The work will be awarded on L-1 (Lowest rate) Service charge basis. In case service charges quoted by two or more agencies are same, L-1 will be decided by considering the maximum turn-over of the bidders in the last three years, which is submitted by the Bidder in a separate sheet.**
37. **Service Charge quoted by the bidders should not be less than 3.85%.**

38. The service charge 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.
41. The Contractor shall abide by the General Directions & Conditions of Contract (GDCC) and Labour Health Regulation which forms part of this NIT. The Contractor shall abide by all labour laws in vogue, like Contract Labour (Regulation & Abolition) Act, W.C. Act, etc.

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