

THE FERTILIZER CORPORATION OF INDIA LIMITED
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/
2245886

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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/CEO-13(L)/2024/

Dated: 11/06/2024

WORKS/JOB TITLE: Granting right and privilege for Fishing.

WORKS/JOB LOCATION: Priyadrashini Park/ Lake at FCIL, Sindri Unit

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

EARNEST MONEY: Rs. 2,500/- (Rupees Two Thousand Five Hundred only).

TENDER VALUE: Rs. 70,000/- (Rupees Seventy Thousand only)

DATE AND TIME OF TENDER OPENING (COMMERCIAL BID) : 27.06.2024 at 3:30 P.M.

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

LAST DATE/TIME FOR TENDER SUBMISSION: 27/06/2024 at 3:00 P.M.

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

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

1.00 JOB SPECIFICATION:

1.01 Contract for fishing rights in Priyadarshini Park / Lake, Rohrabandh, FCIL, Sindri.

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 sublet 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 near the ponds. In case any new unauthorised construction is found or any damage/disfigure to the ponds are done, the contract would be terminated and security money would also be forfeited.
- 2.04 The successful tenderer shall have to abide by all the statutory laws and rules of the local authorities.
- 2.05 It will be the responsibility of contractor to handover the Ponds to the Management of FCI Ltd., Sindri Unit, on expiry of contract period, failing which a sum of **Rs. 1,000/-** will be charged as penalty from the contractor per week.
- 2.06 Earnest Money deposited by all other parties whose tenders are not accepted will be refunded.
- 2.07 FCI Ltd., Sindri Unit shall not entertain any plea/representation from the contractor regarding any loss in fish catch in the Lakes either due to overflow of water or shortage of water.
- 2.08 Applicant Tenderer should have executed similar nature of job for a value of Single Work Order of Rs. 60,000/- or Two Work Order value of Rs. 40,000/- or three Work Order value of Rs. 30,000/- in any Government Organization/ PSU of fishing jobs in the past 10 years.**

3.00 TENURE OF THE CONTRACT:

3.01 The contract will remain valid for a period of three (03) years only from the date of award of the contract. However, the operation of the contract shall be on year-to-year basis and the contract shall be deemed to be in operation during the concerned year only **on mutual consent with escalation up to maximum 10% for one year.**

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, their deposited Earnest Money will be forfeited.
- 4.02 The successful tenderer shall have to deposit the entire bid money at a time as per instruction given at Clause No.: 6.02 and complete all formalities within seven days from the date of issue of letter, failing which it will be treated as cancelled and the Earnest Money will be forfeited.

5.00 REGISTRATION & LABOUR LICENCE

5.01 The contractor shall have to obtain Registration Certificate from appropriate authority under Jharkhand Shops & Establishment Act/Company Act/Co-operative Act/ E.P.F Act, as applicable.

- 5.02 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.
- 5.03 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 along with 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.

6.00 EARNEST MONEY:

- 6.01 Tenderers shall have to deposit an Earnest Money amounting to **Rs.2,500/- (Rupees Two Thousand Five Hundred only)** in Cash with Jr. Consultant Gr-I (Finance), FCI Ltd., Sindri Unit, and submit proof thereof along with their tender.
- 6.02 Tenderers may submit a Bank Draft/Banker's Cheque drawn on Canara Bank Sindri Branch in favour of "The FCI Ltd., Sindri Unit" for **Rs. 2,500/- only**.
- 6.03 Cheque shall not be accepted in any case.
- 6.04 Co-operative Societies, not registered for the tendered job/or not having the valid Registration Certificate, shall also be required to submit Earnest Money Deposit as detailed in paragraph 6.01 either in Cash receipt voucher issued by the Jr. Consultant Gr - I (Finance) FCI Ltd., Sindri Unit or through Bank Draft.
- 6.05 Earnest money receipt in token of the said deposit or Bank draft should accompany each tender without which tenderers will be liable for rejection. Earnest Money will be treated as part of the security deposit in case of the successful tenderer.
- 6.06 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.**

- 6.07 In case of non-compliance of terms and conditions of Tender Document including rate quoted by the parties are found 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.**

7.00 SECURITY DEPOSIT:

- 7.01 Earnest money if deposited either in cash or Bank Draft, will be off set against this Security Deposit.
- 7.02 Security Deposit will be refunded on production of following Certificate after deduction, if any.
- (i) Satisfactory completion certificate obtained from concerned Department.

7.03 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 fulfill the terms and conditions of the contract and/or to execute the work satisfactorily.

8.00 TERMINATION/SUSPENSION OF CONTRACT:

8.01 The FCI Ltd., Sindri Unit reserves right to amend, reduce or modify 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.

8.02 The FCI Ltd. Sindri at its sole discretion may terminate the license granted to the licensee giving one month clear notice ending on the last day of the month without assigning any reason therefore, and shall bear no liability whatsoever consequent upon such decision.

9.00 ACCEPTANCE/REJECTION OF TENDERS:

9.01 The acceptance of tender will rest with the FCI Ltd., Sindri Unit, which does not bind itself to accept the highest or any other tender, and reserve the right to reject in part or in full or all the tenders received.

9.02 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.

10.00 SETTLEMENT OF DISPUTE:

10.01 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. 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 as aforesaid, the provisions of Arbitration and Conciliation Act 1996 or any statutory modification or reenactment 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/had at any time dealt with the matter in dispute or difference and expressed any views thereon.

11.00 JURISDICTION OF COURT:

11.01 The contract shall be deemed to have been entered into at Sindri and all course 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.

12.00 GENERAL :

12.01 The contractor is required to furnish Bank Account with local Bankers as well as Permanent and Local Address in the tender document.

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- 12.02 The contractors shall have to execute an agreement with the FCI Ltd., Sindri Unit before starting the job 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.
- 12.03 Tender 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 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/E.P.F Act as applicable.
 - (iii) Photocopy of PAN Document.
 - (iv) Proof of Earnest Money Deposit/Demand Draft/Banker’s Cheque 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.

- 12.04 Tenders which do not fulfill the prescribed conditions as given in the NIT/Tender Document will be rejected.
- 12.05 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 authorized 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/CEO-13(L)/2024/

Dated 11/06/2024

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.	Fishing right in Priyadarshini Park/Lake.	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 fulfill 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. _____

Mobile 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.