

THE FERTILIZER CORPORATION OF INDIA LIMITED
(A Govt. of India Undertaking)
CENTRAL OFFICE: NOIDA

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

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

NOTICE INVITING TENDER

Ref. No. GP/Admn/Cont/

Date : 04.01.2024

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

1. **Earnest Money** : An amount Rs.28,648/- (Rupees Twenty-eight thousand Six hundred forty-eight only) will be required to be deposited as Earnest Money Deposit (EMD) in the form of DD drawn in favour of The Fertilizer Corporation of India Ltd., payable at NOIDA, U P.
2. Complete set of tender document (non-transferable) may be obtained on written application from the Office of the undersigned or from the Office of Incharge Gorakhpur after producing documentary evidence of work experience for similar types of jobs and on payment of Rs.500/- towards the cost of tender paper in cash (Non-refundable) at our cash counter on any working day during office hours from 11.00 AM to 03.00 PM and enclosing the money receipt for the same on or before 29-01-2024.
3. F.C.I.L. reserves the right to accept/ reject any or all the tenders without assigning any reason thereof.
4. Tenderers may contact the In-charge, FCIL, Gorakhpur to understand the job requirement and visit the site conditions on any working day between 11.00 AM to 01.00 PM.
5. Last date of submission of tender is 30.01.2024 up to 03.00 PM.
6. Tender will be opened on dated 30.01.2024 at 03.30 PM in the office of the undersigned in the presence of such tenderers who wish to be present at the time of opening.
7. The tender papers can also be downloaded from FCIL website. (www.fertcorpindia.nic.in). In such a case, the tenderer has to submit Demand Draft of Rs.500/- drawn in favour of “The Fertilizer Corporation of India Limited” payable at NOIDA, U P towards cost of Tender paper.

In-charge, Central Office,
Central Office, NOIDA.

Tel. Phone No. (0551) 2261742 / 2261763 (Gorakhpur Office)
0120-2530023 (Central Office, NOIDA)

THE FERTILIZER CORPORATION OF INDIA LIMITED
(A Govt. of India Undertaking)
Central Office: NOIDA

Regd. Office :	:	Unit Office:
PDIL Bhawan(5 th Floor)	:	Post : Fertilizer Factory,
A/14,Sector-I,Noida(UP)	:	Distt. : Gorakhpur (UP)
Pin 201301	:	Pin 273007

TENDER DOCUMENT
(Not Transferable)

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

- | | | |
|------------------------------------|---|--|
| 1 Notice Inviting Tender No. | : | GP/Admn/Cont/ 2024/01 |
| 2 Job Title | : | Providing assistance of Highly-skilled, Skilled, Semi – skilled and Un – skilled workforce for day – to – day Technical and Non-technical jobs in The F C I L. Gorakhpur Unit. |
| 3 Tender Place | : | Office of the In-charge (P&A), Central Office, NOIDA, U P. |
| 4 Submission of Tender Time & Date | : | Up to 03.00PM on 30.01.2024 |
| 5 Opening of Tender Time & Date | : | At 03.30 PM on 30-01-2024 |

THE FERTILIZER CORPORATION OF INDIA LIMITED
(A Govt. of India Undertaking)
CENTRAL OFFICE: NOIDA

SCOPE OF WORK AND TERMS & CONDITIONS

Sub: Contract for providing assistance of Highly-skilled, Skilled, Semi– Skilled and Un–Skilled staff to cater the need of work in various Technical & Non-Technical Departments in The FCIL, Gorakhpur Unit, for one year with effect from 1st February, 2024.

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

1.0 **SCOPE OF WORK:** The scope of work shall include but not limited to the following:-

1.1 Providing assistance of Highly-skilled, Skilled, Semi– Skilled and Un–Skilled staff to cater the need of work in various Technical & Non-Technical Departments in The FCIL, Gorakhpur Unit,

1.2 Providing assistance Highly-skilled personnel for:-

1.2.1 Assisting Incharge, Gorakhpur Unit.

1.3 Providing assistance of Skilled personnel for :-

1.3.1 Checking and verification of attendance of the Security Personnel, providing assistance in day to day office work in the office of Incharge, Gorakhpur Unit, inspection of boundary walls, fencing, etc & other misc. works – in Administration Deptt.

1.3.2 Typing work on Computer and follow up of legal cases of FCIL in District Court, Labour Court, High Court etc. in Legal Section.

1.3.3 Jobs related to Estate Department, Administration and liaison with Police Station and other misc. work as per requirement.

1.3.4 Jobs related to telephone bills, advance, adjustment, contactors vouchers, lease rent, shop rent and house rent etc., preparation of day book in Finance Department.

1.3.5 Jobs related to Personnel Department.

1.4 Semi-skilled personnel shall be required to do job of Peon cum Printer Operator in the office of Incharge, Gorakhpur Unit. Bringing various materials / time to time stationary items, carrying papers, records as and when required.

1.5 The following jobs are to be carried out by Un-skilled work force / as per requirement :-

1.5.1 Distribution of Notices and Dak to quarters and other Departments daily.

1.5.2 Cleaning of office rooms, furniture, filing racks etc., and catering to Office needs.

1.5.3 Safai Sewak for Administrative Building and Transit House.

1.5.4 To do the job of Civil and Electrical Work.

1.5.5 Other miscellaneous manual jobs as per the requirement and direction of Incharge, Gorakhpur Unit.

2.0 **PERIOD OF CONTRACT:**

The contract shall be operative for a period of one year w.e.f. 01.02.2024 to 31.01.2025. However clearance for execution of the job shall be given on month to month basis depending upon the contractors performance and at the sole discretion of the FCIL, Gorakhpur Unit. The period of contract shall be extendable by another one year on mutual agreement basis.

3.0 **Strength of personnel:**

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

Sl. No.	Category of staff	Maximum Number of Staff to be engaged on a particular day	Maximum Number of Mandays required in a Month
1.	Highly-skilled	1	26
2.	Skilled	4	104
3.	Semi-skilled	1	26
4.	Un-skilled	5	130
	TOTAL	11	286

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

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

4.1 The contractor will ensure payment of minimum wages as notified by Gol, Ministry of Labour, applicable in the State of Uttar Pradesh, under Minimum Wages Act 1948. The rates of Minimum Wages payable to different categories of employees in Gorakhpur Area. w.e.f. 01.10.2023 are Rs.915.00 for Highly-skilled, Rs.832.00 for Skilled, Rs.709.00 for Semi-Skilled and Rs.628.00 for Un-Skilled personnel per man day.

Contd..5/-

5.0 SECURITY DEPOSIT:

5.1 After award of the work order, the contractor / successful tenderer will be required to pay security deposit @ 3% of the Total Contract Value towards Contract Performance Guarantee. Security Deposit amount will be retained with FCIL till the contract period / issue of completion certificate whichever is later. The security deposit shall not bear any interest and shall be refunded to the Contractor after satisfactory completion of contract period.

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

6.0 PAYMENT TERMS:

6.1 The payment shall be reimbursed as per work order for the actual job executed by the Contractor after due verification and certification by the Competent Authority, FCIL, Gorakhpur Unit.

6.2 The Contractor has to submit bills in triplicate on monthly basis to the In-charge, Gorakhpur Unit. He shall have to furnish Labour Payment Certificate along with EPF, ESIC & Goods & Service Tax deposit receipts as applicable to FCIL, Gorakhpur Unit.

6.3 Income Tax, as applicable as per IT Rules, shall be recovered at source and UPST, if applicable, will be deducted from the Running/ Final bill.

6.4 Goods & Service Tax liability as applicable (presently @ 18%) shall be deposited by the service provider and claimed from the service recipient.

6.5 Contractor shall be reimbursed the GST, as applicable on production of copy of Treasury Challan along with claim.

6.6 In case there is any breach of NIT or contract clauses, FCIL should be entitled to charge the interest on the delayed payment without prejudice to FCIL's right to terminate the contract and charge damages.

7.0 INSURANCE:

7.1 The Contractor has to submit the proof of ESIC Registration of his Company with the Regional Office, Kanpur. He shall have to ensure that ESI contribution with respect to all the personnel engaged by him under the contract are submitted to the appropriate authority on month-to-month basis and have to submit the proof thereof.

7.2 Contractor's employees are to be covered under the ESI Scheme.

7.3 Wherever ESI is not available, Group Insurance coverage in lieu of ESI may be taken for personnel from any recognized Insurance Agency subject to the condition that the amount towards insurance should not exceed the rates than that of ESI and the monthly reimbursement thereof may be released on production of challan/documentary evidence every month.

8.0 **RESPONSIBILITY OF THE CONTRACTOR:**

8.1 The contractor shall execute the subject work as per the scope of work/ requirement of FCIL.

8.2 The Contractor shall be absolutely responsible for the payment of wages before 7th of each month as per wage formula promulgated by the CLC on minimum wages.

8.3 It is the responsibility of the contractor to arrange for necessary safety appliances, such as safety shoes, helmets etc., for his workmen.

8.4 The Contractor will obtain Labour License from Labour Department within 15 days of the execution of the Contract.

8.5 The Contractor shall ensure that the personnel on duty should carry proper photo identity card. The personnel shall not take any alcohol or intoxicants and smoke during duty hours.

8.6 The personnel engaged provided by the Contractor should be medically fit, mentally sound and possess good physique and not suffering from any contagious / major diseases.

8.7 The Contractor will submit the monthly bill along with proof of deposits of statutory dues. Payment shall be reimbursed after verification and certification after making statutory deductions.

8.8 The Contractor shall have to execute an Agreement on Non-judicial stamp paper of worth Rs.100/- (Rupees one hundred only) at their own cost, within a period of 7 days from the date of receipt of the Work Order.

Contd..7/-

8.9 Contractor shall be responsible for complying to all the Govt. Rules and Regulations including working conditions / hours of the personnel deployed by them. Contractor has to maintain proper records as per statutory rules of the respective State Government as applicable. Contractor will abide by general direction and conditions for engagement of contract labour by the contractor prescribed under various laws in respective Unit which will form a part of contract.

8.10 The contractor shall abide by the General Directions & Conditions of Contract (GDCC) and Labour Health Regulation which forms part of this NIT. The Contractor shall abide by all Labour Laws in vogue like Contract Labour (Regulation & Abolition) Act, W.C. Act etc.

9.0 PROVIDENT FUND:

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

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

10.0 ACCOMMODATIONS & MOVEMENT:

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

11.0 STATUTORY PROVISIONS:

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

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

Contd..8/-

12.0 SAFETY AND WELFARE OF CONTRACT PERSONNEL:

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

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

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

13.0 SUPERVISION OF WORK:

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

14.0 ADMINISTRATIVE CONTROL:

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

15.0 PENALTY:

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

Contd..9/-

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

16.0 AMENDMENT/SUSPENSION/TERMINATION OF THE CONTRACT:

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

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

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

17.0 SETTLEMENT OF DISPUTE:

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

17.2 SUBJECT to as aforesaid, the provision of Arbitration & Conciliation Act, 1966 or any statutory modification or re-enactment or rules made thereunder shall apply to the Arbitration proceeding under this clause.

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

Contd..10/-

18.0 JURISDICTION OF COURT:

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

19.0 OTHERS:

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

ENVELOPE -I shall be marked “ENVELOPE – ‘A’ COMMERCIAL BID” and shall contain following documents :

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

with the tender, failing which the tender will be rejected

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

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

19.2 Tender shall be submitted in the prescribed format enclosed with this tender document duly signed under seal of the tenderer.

19.3 FCIL reserves the right to reject any or all the tenders without assigning a reason thereof.

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

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

(U D Sati)
In charge(P&A)
FCIL, Central Office, NOIDA

DETAILS OF JOB TO BE OUTSOURCED

Table-1

S. No.	Category	Description	Minimum Educational Qualification	Scope of Work	No of Post	Place of Deployment
1.	Highly-skilled	As per the details given under "Scope of Work" mentioned above			1	FCIL, Gorakhpur Unit, Uttar Pradesh
2.	Skilled				4	
3.	Semi-skilled				1	
4.	Unskilled				5	
					Total	

MINIMUM WAGES

Manpower provided shall not be paid less than the rate prescribed vide Central Government Notification No.F.No. 1/8(3)/2023-LS-II dated 26.09.2023 w.e.f. 01.10.2023 (Table given below) and amendments made from time to time under The Minimum Wages Act, 1948. Any changes made thereafter by the Statutory authorities will have to be adhered to in future from time to time.

Table-2

Present applicable rate of Minimum Wages of Employees on various Heads are as under

Particulars	% of Allowances	Rate per day (Highly-skilled) (Rs.)	Rate per day (Skilled) (Rs.)	Rate per day (Semi-Skilled) (Rs.)	Rate per day (Unskilled) (Rs.)
Basic + VDA	-	915.00	832.00	709.00	628.00
P.F. (subject to a ceiling of Basic pay plus DA of Rs.15000/-)	12	69.23	69.23	69.23	69.23
E.S.I.	3.25	0.00	0.00	23.04	20.41
Min. Bonus	8.33	0.00	0.00	59.06	52.31
EDLI	0.50	2.88	2.88	2.88	2.88
Admn. charges	0.50	2.88	2.88	2.88	2.88
Total Rate per day per person		989.99	906.99	866.09	775.71
No. of manpower required		1	4	1	5
Total amount p.m. for 26 days		25,739.74	94,326.96	22,518.34	1,00,842.30
Total contract value for one year (312 days) inclusive of 18% GST				34,46,931.00	
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 TENDERER WITH SEAL

ELIGIBILITY CRITERIA

Only those tenderers shall be considered eligible who fulfill the following Eligibility Criteria subject to submission of EMD or 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 7 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 security 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.
- 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.
- i)** Experience certificate confirming eligibility criteria for filing the tender.

(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 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 submitting 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.**

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:

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)

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 submit with Technical bid	Submitted	Not Submitted
			Please Tick appropriate column whether submitted or not	
01	Cost of Tender Fees	DD in original should reach before opening of technical bid		
02	EMD Amount	DD in original should reach before opening of technical bid		
03	Integrity Pact	Send with DD of EMD		
04	PAN No.	Attach proof		
05	GST No.	Attach proof		
06	EPF Registration no.	Attach proof		
07	ESI Registration no.	Attach proof		
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	Attach proof		
11	Registration certificate under Contract Labour (R&A) Act,1970	Attach Certificate /affidavit		
12	Self Certificate of not being blacklisted by any PSU / Central Government / any State Govt..	Attach Self Certificate in this regard .		
13	Income Tax Returns/Clearance certificate	Proof of ITRs/Clearance Certificate/ Signed Balance sheet		
14	Experience Certificates / Completion Certificates	Similar work experience proof		
15	Turnover Details	Proof in support of turnover		
16	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 to the FCIL at our Gorakhpur Township 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 9 per year.
3. The Security Guards provided will be required to perform duties as assigned to them by the FCIL Management.
4. The firm/agency/company will have to submit labour license issued by Central regional labour commissioner within a period of 21 days from the issue of the work order.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. GST will be reimbursed after submission of proof of deposition and the same appearing in GSTR-2A of the Company of respective month.
13. Statutory Deduction such as TDS etc. and other taxes as applicable will be deducted from each bill.
14. You have to make payment to the Security Guards 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.
15. 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, Gorakhpur Unit.

SIGNATURE OF TENDERER

16. 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.
17. 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.
18. The Service Provider /Agency shall not assign, transfer, pledge, or sub-contract the performance of services without the prior written consent of the FCIL.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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.**
24. **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, Gorakhpur 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.
25. Bills for payment should be sent directly to the In-charge, FCIL, Gorakhpur Unit.
26. All bills should be verified and authenticated in all respects from your side as well from In-charge, FCIL, Gorakhpur Unit by 15th day of each month.
27. In case of delay in submission of bills, a penalty of Rs. 1000/- per day will be levied.
28. 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.
29. Bill for the subsequent month will be paid only after submission of certificate of disbursement of wages of previous month.
 30. 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.
 31. 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.
 32. Initially, the Service Provider /Agency shall be entrusted the contract for a period of one year.
 33. 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.
 34. 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.
 35. 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.
 36. The rates are to be quoted in the prescribed format in Indian Rupees only.
 37. Tenders in any other form, including E-mail, will not be entertained
 38. **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 highest amount of valid works executed by the bidders which is submitted by the Bidders in a separate sheet.
 39. **Service Charge quoted by the bidders should not be less than 3.85%.**
 40. 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.
 41. 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.
 42. The bids shall be valid for a period of not less than 90 days after the deadline for submission of bids.

SIGNATURE OF TENDERER