

Punjab Alkalies & Chemicals Limited

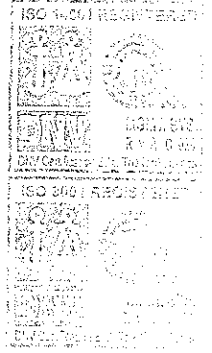
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PACL: PUR: 2018:

Date: 30.10.2018

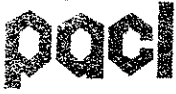


SUB: TENDER FOR CONTRACT FOR HANDLING OF RICE HUSK AND DISPOSAL OF HUSK ASH.

Dear Sir,

Sealed offers are invited from reputed parties to enter into annual contract for above said job at our Works at Naya Nangal, Distt. Ropar (Punjab) as per details below:

1. Scope of work:- Scope of work will be as per annexure --A& B enclosed herewith.
2. Rates: - Kindly quote rates in annexure-A enclosed herewith. The rates will remain firm during the period of contract.
3. **Submission of bids:-** Last Date of Submission of offers: - Last date of submission of offers is **02.11.2018 to be submitted in following manner.**
 - a) **Technical bid:-** i.e. acceptance of annexure B and C alongwith your experience details and list of machinery available with you like JCB and tractor trolleys etc, **copy of valid approval/license of competent authority for disposal of ASH** and detail of deviations if any be enclosed in separate envelop marked as **-Technical bid.**
 - b) **Price Bid:-** Annexure A of rates should be enclosed in a separate envelop marked as- **price bid.**
 - c) **Earnest money:-** Demand draft of earnest money be enclosed in a separate envelop marked as **-Earnest money**
4. Earnest Money: - Earnest money of Rs. 25000.00 by way of demand draft favouring Punjab Alkalies & Chemicals Limited is to be enclosed with tender in a separate envelops marked Earnest Money.
5. Security deposit:- Security deposit will be as per details mentioned in annexure- B enclosed herewith.
6. Payment Terms: Payment terms will be as per details mentioned in annexure- B enclosed herewith.



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7. GST: GST as applicable will be paid extra. Kindly confirm HSN/ASC code and rate of GST in your offer.
8. Income Tax: Income Tax shall be deducted at source from your bills as per rules.
9. Work Contract Tax or any other tax as applicable from time to time will be deducted and shall be borne by you
10. Validity: The contract shall be valid for the agreed period. PACL will have the right to extend the contract for one month on same rates and terms and conditions.
11. The contractor should have experience of the similar jobs and should have adequate machinery like Pay loader /JCB and tractor trolleys etc and should provide the detail of same in technical bid.
12. Incomplete offers and offers received without EMD may be rejected at sole discretion of PACL. We also reserve the right to split the contract i.e. I) feeding of Husk II) Disposal of Ash.
13. PACL reserve the right to accept/ reject in part or full any or all offers without assigning any reason thereof.
14. The contractor will have to abide by the Govt labour laws as applicable from time to time as per annexure –C enclosed herewith.
15. Statutory Laws: You shall abide by and observe all the statutory requirements of local and Central Govt. for employing contract workers while working at our Site specially minimum wages, Provident Fund, ESI, Workman Compensation and shall further ensure that safety and security regulations of our Company are strictly observed by all of your employees and contract workers working for you at our Site. We however, reserve the right of asking any of your workers or staff to leave our premises if he/she is found violating any of our safety and security regulations within our premises.
16. Arbitration Clause: In all cases of dispute or disagreement between the parties hereto as to any matter arising out of or relating to this Work Order whether such dispute or disagreement shall arise during the continuance of this Work Order regarding interpretation of this Work Order or any clause or clauses thereof or upon or after the termination hereof and provided no understanding between the parties can be reached for the settlement of the difference such dispute or difference shall be referred to the sole arbitration of the Managing Director of Punjab Alkalies & Chemicals Limited or any other officer appointed by him on his behalf, in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any Statutory modifications or substitute thereof and all the provisions of that Act, so far as are applicable or of any of them for the time being in force shall apply to every reference

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hereunder. The award given by such Arbitrator shall be final, conclusive and binding upon the parties to the Work Order/contract. The Arbitrator may from time to time, with the consent of parties, enlarge the time for making or publishing the award. The arbitration proceedings shall be held at Chandigarh.

Notwithstanding any pending reference to arbitration both parties shall precede with the execution of their commitments, under the Work Order/contract until the arbitration award is known unless the question of such continuance is a subject matter of such proceedings.

17. Law and Its Jurisdiction: The contract shall be governed by the laws of Govt. of India in force from time to time and shall be deemed to have been concluded in the Union Territory of Chandigarh. All suits and proceedings shall be subject to jurisdiction of the courts at Chandigarh only.

Thanking you,

Yours faithfully,
For Punjab Alkalies & Chemicals Limited,


(K K GOYAL)
Deputy Manager (Purchase)

SR NO	ITEM DESCRIPTION	UNIT	RATE
1	Feeding of HUSK as per annexure -B	PMT	
2	Disposal of HUSK	PMT.	



Annexure-B

TERMS AND CONDITIONS FOR CONTRACT FOR FEEDING OF HUSK AND DISPOSAL OF ASH.

1. **SCOPE OF WORK & RATES:**

Your scope of work shall be as per Annexure 'A' enclosed. You shall quote rates for items given in the Annexure-'A' which should be firm and fixed during the contract period. No variation on any account including labour rates increase by Punjab Govt. shall be allowed on the same.

2. **TERMS OF PAYMENT:**

- a) Payment will be released within 30 days from the date of submission of your clear bill to be raised on monthly basis.
- b) The contractor shall ensure that payment to the manpower deployed by you is made by 10th of every month.

3. **SECURITY DEPOSIT:**

You shall arrange interest free security deposit of Rs. 1.00 lac by demand draft/RTGS. Security will be released after successful completion of the work order. In case performance is not found satisfactory, security deposit will be forfeited and the work order shall be cancelled. No interest on security deposit is payable.

4. **TAXES & DUTIES:**

The quoted rates should be inclusive of all the taxes/duties including PF & ESI etc presently applicable or that may become applicable during the execution of the work. During the period of the work order, if Government levies work contract tax or any other government levies is imposed, the same will be borne by the contractor. **However, Goods & service tax shall be payable extra as applicable.** Income tax as applicable will be deducted at source.

5. The sub-contract of the work, partly or wholly, will not be permissible. **SMOKING in HUSK yard is strictly prohibited and contractor will ensure the same.**
6. Use of pay loader in the HUSK feeding storage area of boiler for feeding/heaping of HUSK will not be restricted in any manner. The same shall be provided by you without any additional cost to PACL.
7. **ASH DISPOSAL:** - Disposal of ASH generated will be done on regular basis to ensure that working of Boiler is not hampered due to non-disposal of ASH. Approx. quantity of ASH generation will be @360kg/hours. The contractor should arrange adequate no of vehicles (Tractor trolley/truck etc) in good running condition for shifting/ disposal of ASH.



There should be no spillage of ASH on the road/ plant area from the trolley's etc. To avoid the above, contractor should ensure that tractor trolleys used for shifting of ASH are in good condition having no leakage and covered with tarpaulin etc. **The contractor should have valid approval/license of competent authority for disposal of ASH**

8. The contractor will have to ensure round the clock (24 hour) feeding of the HUSK fuel in the bucket elevator conveyor/hopper directly from the trucks or through trolleys or from the husk stock yard. Contractor should deploy adequate manpower in each shift to ensure smooth and round the clock feeding of Husk from the husk yard i.e. approx. 2000 kg/hour
 - a) In case HUSK feeding is not done as required by PACL or feeding is slow and PACL suffers production loss due to same, a penalty of Rs.10000/- shall be levied on per incident basis..
 - b) In spite of repeated reminders, if the contractor does not arrange pay-loader or trolleys, manpower for proper feeding of HUSK in the hopper, PACL reserves the right to arrange pay-loader/trolleys/manpower from alternative source and the cost thereof shall be recovered from the contractor in addition to the penalties levied for deviation.

For any commercial classification and interpretation regarding the contractual terms and conditions, the issue will be resolved by Joint Discussions. In case of any dispute, the matter shall be referred to the Managing Director of PACL and the decision of the Managing Director PACL shall be final and binding on the contractor.

9. You will provide a pay-loader/ JCB in good working condition in the plant on 24 hours (round the clock) basis. The pay-loader/JCB should be maintained in proper working condition for which you should maintain a stock of some critical spares of the pay-loader/JCB at Nangal to reduce downtime in case of breakdown of pay-loader. Pay-loader/JCB driver should be able to rectify minor defects in pay-loader at Site and he should be instructed to feed salt in a regulated manner to avoid flooding of system. In case your pay-loader is not working, you will provide/arrange replacement of pay-loader or will have to arrange minimum 4-5 tractor-trolleys with adequate manpower to maintain the concentration (GPL).
10. Smoking in the factory premises is strictly prohibited and you will give same instructions to your staff and worker which should be strictly followed.
11. Creation of space in HUSK godown for storage of HUSK will be in your scope. For this you will not be paid any extra charges.
12. Tools & Tackles:- You will be required to use your own tools and tackles for carrying out the above job.
13. You will ensure proper housekeeping of the entire area of HUSK storage and feeding.
14. All vehicles like pay-loader, truck, trolleys etc of the contractor should be in proper working condition. If any vehicle is found not in workable condition, contractor shall be asked to remove the defective vehicle from PACL premises and provide replacement of the same. Else the same shall be arranged by PACL at the cost of the contractor.



15.

MISC:

- a) You shall submit provident fund & ESI number before start of the work.
- b) You shall have monthly meetings with HOD (HRD) at site and minutes of the meetings regarding pending issues and un-fulfilled obligations at your end under various labour laws will be jointly drawn up and a copy of the same shall be forwarded to HOD (Mtrls).
- c) You shall be responsible for your workers for all statutory and non-statutory and safety obligations and PACL shall not be responsible for any act of omission or commission leading to any legal, financial or any other type of obligations.
- d) Contractor will be responsible for covering the HUSK with tarpaulins etc in rainy season etc.
- e) Contractor should ensure that Tarpaulin's are handed over to stores dep't/ kept after proper dusting & bundling etc.
- f) Contractor should be available at site for minimum two days in a week & should sign on register to be maintained by Manager (Stores).
- g) Contractor should give undertaking on PACL's format on monthly basis to HRD deptt that all statutory liabilities have been duly paid by the Contractor.
- h) Minimum wages means minimum wages of Punjab Govt.
- i) You should abide by all the statutory requirements under various Labour Laws like ESI, Housekeeping, PF, Worker Compensation Act etc. as per annexure enclosed.
- j) You should comply with all the safety rules. All safety equipments shall be arranged by you for the job / workers engaged in the work of salt and chemical handling.
- k) Advance Sales Tax/work contract Tax if applicable, shall be deducted by PACL. PACL will issue deduction certificate for the same.
- l) You will mention PAN/GST No. on the top of invoice, while submitting the bill, failing to which no payment shall be released.
- m) You shall not employ any person below the age of 18 years, as per Child Labour Act.

OBLIGATION OF THE CONTRACTOR UNDER VARIOUS LABOUR LAWS/ACTS

- 1.1. Contractor shall issue identity cards as prescribed under Industrial Employment Standing Orders Act to each of his employees at Contractor's cost.
- 1.2. Payment of retrenchment compensation notice pay and other liabilities as per the Industrial Disputes Act. Any payment to employees arising out of any claim or dispute under the Industrial Disputes Act 1947, payment of Bonus Act 1965 or any other labour Laws/Acts in force from time to time.
- 1.3. **PAID LEAVE FACILITY**
Paid leave facility at the rate of one day for every twenty days worked by the contract labour shall be provided by the contractor to his workers. Contractor shall maintain leave records/ leave cards for individual labourer which shall be duly verified and approved by the Authorized Officer of the company.
- 1.4 The contractor shall be fully responsible for the work/ conduct supervision and control of all his own personnel and the company shall, in no way, be responsible for supervision control etc. of these personnel. Since the contractor shall have full and exclusive supervision and control over contract awarded to him and the people engaged for his purpose, the contractor shall be responsible for their work, behavior and labour unrest and the company shall have no responsibility whatsoever on this account.
- 1.5 The contractor shall ensure that all the employees engaged by him are free from all communicable/contagious/infectious and other diseases and that the contractors employees shall submit themselves to the company's physician from time to time for such medical examination as may be requested and decided by the company.
- 1.6 Contractor will be issued labour token entry passes and supervision passes. Token are non-transferable. If the employees of the contractor are found misusing the tokens/passes, the same will be cancelled and penalty at the rate of Rs.20.00 (Rupees twenty only) or such amount as decided shall be deducted from the contractor. As soon as the work under the contract is over, the contractor will have to return all the token along with the supervisor's gate passes to the company or its Security Officer and obtain a clean 'No Demand' Certificate.
- 1.7 All the persons engaged by you for fulfilling the contract will be able bodies above the age of 18 years.
- 1.8 Statutory provisions as laid under Factories Act 1948 and Punjab Factories Rules as applicable from time to time shall be fully complied by you. You shall allow weekly rest to your workmen and issue them Attendance cards in the prescribed form 25 under this Act.
- 1.9 It shall be your responsibility to pay the minimum wages to your workmen as fixed and revised by the State Govt. from time to time under the Minimum Wages Act. You shall have to maintain the Wages Register etc. as per its provisions and Rules framed there under. Such wages register and other documents shall always be open for inspection by Officers of the company whenever required. You shall also maintain a Muster Roll/ Wages Register in the prescribed format/ proforma and shall obtain signatures/thumb impression of your workmen in token



of their having received the payments from you in person made in presence of one representative of the HR Deptt.

- 1.10 It shall be your responsibility to give Medical Treatment to injured workmen who have met with an accident arising out of & during the course of your employment. In case of your failure to do so, the company shall recover the expenditure made on this account from your bills or from your other dues pending with the company, if any.
- 1.11 You shall be required to get necessary license from the State Labour Deptt./Labour-cum-Conciliation Officer, who is the Registering Authority under the contract labour (Regulation & Abolition Act) and Rules framed there under and shall submit a copy of the same to the HR Deptt. immediately.
- 1.12 In case of accident arising out of and in the course of employment, you shall be responsible to pay compensation as per provisions of the Workman's Compensation Act, 1923. In any case in which by virtue of the provisions of Section 12, sub-section (1) of the said Act or any other law for the time being in force, if PACL is obliged to pay compensation of workman employed by you in execution of your contract work, PACL will recover from your bills or other pending dues, if any, the amount of compensation so paid. Whether under this contract or otherwise, PACL shall not be bound to contest any claim made against it under section (12) sub-section (1) of the said Act, or any other law for the time being in force.
- 1.13 The contractor shall abide by all the statutory rules regarding Provident Fund as per EPF Act, 1952 (Up to date) and issue a monthly statement to PACL with Certificate that the statement furnished is true and correct and no eligible employee has been excluded from the list. You should have separate Provident Fund (PF) Account Number in their own name. You shall also get the relevant record inspected from the concerned Provident Fund Authority and show the same to HR Department. You shall submit to PACL copy of monthly Bank Challan / ECR etc. regarding deposit of PF. You shall also issue PF slips to all your workers on annual basis.
- 1.14 The contractor shall abide by the provisions of Employees State Insurance Act 1948 and the rules framed there under with latest amendments, if applicable. Contractor will have to furnish a copy of ESI deposit challan along with details of deduction thereof from the wages of his workman wherever applicable to HRD Deptt.
- 1.15 All contractors, transporters and other agencies entering PACL premises for executing any work are required to comply with all safety rules and statutes.
- 1.16 The contractor shall submit details of his workman such as name, father's name, date of birth, date of completion of 58 years, date of retirement to HRD Deptt. Of PACL immediately after taking over the job.

2.0 RATES AND REMUNERATION :

- 2.1 The rate quoted and agreed to shall be as stipulated in the contract.
- 2.2 Rates shall be firm and final for a period of twelve (12) calendar months from the date of commencement of the operation of the contract or for the period sated in the work order.
- 2.3 Company will have the right to recover the damages/losses and or, at its discretion, terminate the contract in part or full and get it executed through some other agency at the contractor's risk and costs, in the event of non performance, non fulfillment of contractual terms or breach of contract, namely but not limited to.
 - 2.3.1 If contractor fails or neglects to execute the work and/or



- 2.3.2 The progress of the work is not satisfactory and/or
- 2.3.3 Non-fulfillment of any of the terms and conditions of contract.
- 2.3.4 Contractor does not provide the adequate manpower for the services stipulated under the contract, the company will have the right to employ people from any alternate source and recover the extra cost incurred from any bill of the contractor. Company reserves the right to terminate the contract without assigning any reasons of without payment or compensation. The decision of the company, in this regard, shall be final and binding to the contractor.
- 2.4 Contractor is not appointed as an exclusive contractor for this job and the company reserves the right to appoint one or more agencies.

3.0 AREA OF WORK

- 3.1 Contractor shall be responsible for supply all categories of labours mentioned in this documents, to the plants/units/ departments/area as allotted to him from time to time.
- 3.2 Company reserves the right to terminate this rate contract at any time during its pendency without giving notice of costs compensation to the contractor.

4. INCOME TAX

As this being a contract, Income tax as applicable or at a rate certified by the appropriate authority on production of documentary evidence or at a rate prescribed by the Income Tax Authority from time to time, will be deducted from Contractor's each bill as per Section 194C of the Income Tax Act and a Certificate in this regard, will be issued by the Company.

5. CHILD LABOUR:

The contractor shall ensure that no child labour is engaged for any work in the factory.

6. PUNJAB LABOUR WELFARE FUND:

"In compliance of Clause (g) in Sub-Section (2) of Section (3) and Section 9-A of The Punjab Labour Welfare Fund Act, 1965, the contractor shall make contribution to the welfare fund created under the said Act, Rs.20/- as employer share and Rs.5/- as employee share per employee per month or rate as applicable from time to time and deposit both the employer and employees shares on six monthly basis before 15th October for the period April to September and before 15th April for the period October to March every year by way of Demand Draft drawn in favour of "Welfare Commissioner, Punjab, Chandigarh", under intimation to HRD Deptt.(Works). However, the contribution to the paid by his employees can be deducted by him from their wages every month".

7. ARBITRATION CLAUSE:

In all cases of dispute or disagreement between the purchaser and the supplier as to any matter arising out of or relating to this purchase order/work order and provided no understanding between the purchaser and the supplier can be reached for the settlement of the difference, the matter shall be referred to the sole Arbitrator of the Managing Director Punjab Alkalies & Chemicals Ltd or any officer appointed by him on his behalf, in accordance with the provision of Arbitration and conciliation Act, 1996 or any statutory modifications or substitute thereof. The award given by such arbitrator shall be final conclusive



and binding upon the parties to this purchase work /order. The arbitration proceedings shall be held at Chandigarh.

Notwithstanding any pending reference to arbitration both parties shall proceed with the execution of their commitments under the purchase order/work order until the arbitration award is known, unless the question of such continuance is a subject matter of such proceedings.

8. JURISDICTION:

In case of dispute arising out of these presents, the Courts at Chandigarh only will have jurisdiction.