

pacl

1

**TENDER DOCUMENT
FOR
ANNUAL CONTRACT FOR VARIOUS
PAINTING JOBS ETC**

pacl
**PUNJAB ALKALIES & CHEMICALS
LIMITED**

**SCO 125-127, SECTOR 17-B,
CHANDIGARH-160 017**

**Phone-0172-4072538
Email: kkgoyal@punjabalkalies.com**

DISCLAIMER

1. This Tender document is not an agreement or offer by the Punjab Alkalies & Chemicals Limited to the prospective Bidders or any other party. The purpose of this Tender document is to provide interested parties with information to assist in the formulation of their Bid.
2. While this Tender document has been prepared in good faith, neither the Punjab Alkalies & Chemicals Limited nor its employees make any representation or warranty express or implied as to the accuracy, reliability or completeness of the information contained in this Tender document.
3. Neither the Punjab Alkalies & Chemicals Limited, its employees will have any liability to any Bidder nor any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Tender document, any matter deemed to form part of this Tender document, the information supplied by or on behalf of Procurer/ Authorized Representative or its employees, or otherwise arising in any way from the selection process for the said supply of power.



1.1 INTRODUCTION

PUNJAB ALKALIES & CHEMICALS LIMITED ("PACL" or "the Company") is a Public Limited Company formed under the Companies Act, 1956. It was promoted by the Punjab State Industrial Development Corporation Limited (PSIDC), a wholly owned Punjab Government Company. The Company's registered office is located at Chandigarh.

PACL is one of the largest manufacturers of Caustic Soda (NaOH) in the Northern part of India with an installed capacity of 99000 Tons Per Annum (TPA). The Company is engaged in the manufacture and sale of Caustic Soda Lye, Liquid Chlorine, Hydrochloric Acid, Sodium Hypochlorite and Hydrogen Gas. The Company's plant is located at Naya Nangal, District Ropar, Punjab.

PACL has two manufacturing units viz. Unit-I & II, both located at Nangal-Una Road, Naya Nangal, District, Ropar, Punjab. Both the Units are engaged in manufacture of Caustic Soda, Liquid Chlorine, Hydrochloric Acid and other products such as Sodium Hypochlorite and Hydrogen. Unit-I & II have a capacity of 100 TPD and 200 TPD respectively.

Job Description

PACL has decided to call offers for annual contract for supply of manpower for various painting jobs etc required from time to time and on regular basis at our plants at Naya Nangal-140126, Distt Ropar - Punjab.

PACL reserves the right to accept any bid or reject any or all bids or cancel/withdraw "Tender Notice" at any time without assigning any reason for such decision. Such decision by PACL shall not be subject to question by any bidder and PACL shall not bear any liability of any kind whatsoever, consequent upon such a decision.

All the costs and expenses incurred by the bidder for preparation of the proposal, discussions and conferences if any, including pre-award discussions, technical and other presentation in the PACL's office, etc. shall be to the account of the Bidders and PACL shall not bear any liability whatsoever of such costs and expenses.

1.2 SCOPE OF WORK:

Scope of work for which rates are to be quoted is as per detail below:-

- a) Supply of manpower, i.e. supervisor, skilled, semiskilled or unskilled manpower for painting jobs etc as required from time to time at our works at Naya Nangal.

- b) Contractor will be liable to pay the manpower minimum wages fixed by Punjab Govt from time to time.
- c) You will accordingly quote premium/discount on minimum wages payable from time to time. In addition to premium, employer contribution of PF and ESI will be reimbursed to the contractor.

1.3 QUALIFYING REQUIREMENT OF BIDDERS: Earnest Money:

Interested parties will have to deposit Earnest Money of Rs. 50,000.00 by Demand draft favouring Punjab Alkalies & Chemicals Limited Payable at Chandigarh. Contractor to enclose his credentials like experience details, GST no certificate, registration details with PF and ESI departments etc.

1.4 SECURITY DEPOSIT:

The successful bidder will have to deposit Security of Rs 200000.00 Lac by Demand Draft/RTGS within one week of issue of work order. Security will be release after satisfactory completion of the contract.

1.5 TIME FOR COMPLETION AND VALIDITY OF CONTRACT:

The successful bidder will have to complete the jobs assigned form time to time with in shortest period so that our production process does not suffer. Contract shall be valid for one year.

1.6 TERMS OF PAYMENT:

Payment will be release within 30 days of submission of monthly bills.

1.7 BID DOCUMENTS & SUBMISSION OF BIDS:

Bids shall be received at PACL, Chandigarh Office in the following manner:

The bid shall be submitted in two parts in two separate sealed Envelopes named as below:

Envelope-1: Shall contain Non-Financial Bid complete in all respects with requisite Demand draft for Earnest Money deposit, commercial terms and conditions and your past experiences of similar lines with caption "Non-Financial Bid"

Envelope-2: Shall contain Financial Bid and marked "Financial Bid".

Both the Envelopes 1 & 2 should be put in the third envelope with caption "Separate sealed Envelopes of Non-Financial Bid and Financial BID"

The outside of all the envelopes should also indicate clearly the name of bidder and address.

The bid document complete in all respects should reach in the office of PACL at the address given below before the closing time for submission of bids at the following address on or before the last date of submission:

EXECUTIVE DIRECTOR (MATERIALS & FINANCE)
PUNJAB ALKALIES & CHEMICALS LIMITED,
SCO 125-127, SECTOR 17-B,
CHANDIGARH - 160 017

The bidders have the option of sending the bid by registered post/speed post/courier or submitting the bid in person, so as to ensure that the bids are received at the above address of the Company, by the date and time indicated in the tender documents. Bids submitted by Fax/telegram/email will not be accepted.

The Bid and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by Bidder with the Bid should also be written in English language only. The original Bid and the supporting materials, which are not written in English, will not be considered by PACL.

The Financial Bid shall not be opened in the presence of the bidders. The Evaluation of bids and selection of bidder shall be done by PACL as per the criteria laid down in the Materials Manual of the Company and PACL shall not be under obligation to share the same with the bidders or their local partners.

1.8 LAST DATE FOR SUBMISSION OF BID

Bidders after visiting PACL's Site should submit their bid latest by 23.02.2018 up to 1700 hours IST at the specified address in the manner as mentioned in the tender documents.

1.9 VALIDITY OF BID

Bid shall be valid for a period of 90 days from the last date of submission of bid. In exceptional circumstances, PACL may request Bidders to extend the Validity Period of the bid for a specified additional period, which shall not exceed 180 days. The request and the responses thereto shall be made in writing by post or email.

1.10 OTHER TERMS AND CONDITIONS:

- a) GST as applicable will be paid extra.
- b) Income tax as applicable will be deducted at source.
- c) Contractor will have to abide by the various labour laws as applicable from time to time including deposit of PF, ESI and other payments etc.

d) Contractor will ensure that all safety measures are taken by them for their workmen working at our site to avoid any injury to the manpower.

e) Contractor will also ensure that work is completed with utmost care and without any subsequent damage to our plant and machinery. In case of any loss is incurred by PACL due to negligence of your manpower, the same will be recovered from the contractor.

f) Other terms and conditions will be as per annexure -A enclosed herewith.

1.11 ARBITRATION

In all cases of dispute or disagreement between the parties hereto as to any matter arising out of or relating to this Purchase Order/Work Order whether such dispute or disagreement shall arise during the continuance of this Purchase Order/ Work Order regarding interpretation of this Purchase Order/ 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 hereunder.

The award given by such Arbitrator shall be final, conclusive and binding upon the parties to this Purchase Order/Work Order. 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 until the arbitration award is known unless the question of such continuance is a subject matter of such proceedings.

1.12 LAW & ITS JURISDICTION

You shall be governed by the laws of Government 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.

1.13 JURISDICTION

All disputes whatsoever that may arise between parties out or in connection with this contract shall always be deemed to have risen in Chandigarh and only Chandigarh Court will have jurisdiction of entertain them.

ANNEXURE -

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 Authorised 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 employee's 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 alongwith the supervisors 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 thereunder. 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 licence 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 (Uptodate) 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 alongwith 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-fulfilment 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 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 arbitratary 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.