



Punjab Alkalies & Chemicals Limited

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PACL: PUR: 2018:

Date: 27.03.2018



SUB: TENDER FOR ANNUAL CONTRACT FOR HANDLING OF SALT, OTHER CHEMICALS & SUPPLY OF LABOUR.

Dear Sir,

Sealed offers are invited from reputed parties to enter into annual contract FOR **HANDLING OF SALT, OTHER CHEMICALS & SUPPLY OF LABOUR** 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 **10.04.2018 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 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. 200000.00 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 one year. 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) Handling of salt & other chemicals II) Supply of Labour.
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)

Scope of work for unloading and handling of salt, machinery and other chemicals and supply of labour			ANNEXURE-A
A	DESCRIPTION	UNIT	RATE
1	UNLOADING AND HANDLING OF SALT IN BAGS RECD. THROUGH RAIL		
	1) To arrange clearance of consignment from the Railways, Unloading of salt bags (50 kgs each) from the railway wagons at PACL's railway siding including sweeping of loose salt from wagons, closing the windows/wagons after unloading and covering the entire rake with the tarpaulines (to be provided by PACL) shifting of salt bags/loose salt (may be in form of lumps) to the salt storage area by using your own trucks/trolleys. Unloading of salt bags & stacking of loose salt near bucket elevator or inside the salt godown or charging in the hopper directly including sorting bundling of 50/100 No. each and handing over of empty bags to PACL stores.		
	a) Via PACL Weigh bridge	PMT	
	b) Without PACL weigh bridge (weight will be derived by taking avg. wt.)	PMT	
	c) Via Nangal union weigh bridge	PMT	
2	Only Shifting of salt bags/loose salt from railway siding salt bags/loose salt (may be in form of lumps) to the salt storage area by using your own trucks/trolleys. Unloading of salt bags & stacking of loose salt near bucket elevator or inside the salt godown or charging in the hopper directly including sorting bundling of 50/100 No. each and handing over of empty bags to PACL stores.	PMT	
3	Unloading of salt bags/loose salt from the trucks and stacking thereof in salt storage area or charging in the hopper directly	PMT	
4	Unloading of salt bags/loose salt from the containers received by road and stacking thereof in salt storage area or charging in the hopper directly.	PMT	
5	Removal, transportation, unloading & storage of salt bags /loose salt from PACL salt storage area to any other place within the factory area by using your own tractor trolley etc.	PMT	
6	Unloading of extra salt, loose/bags from trucks & shifting of the same to salt storage area by using your own tractor trolley & labour etc. and stacking thereof in salt storage area or charging in the hopper directly (NOTE: MAY BE READ WITH ITEM no 10 & 11 of annexure-B	PMT	
7	To arrange clearance of consignment from the Railways, Unloading of salt bags (50 kgs each) from the railway wagons at PACL's railway siding including sweeping of loose salt from wagons, closing the windows/wagons after unloading and covering the entire rake with the tarpaulines (to be provided by PACL)	PMT	
8	Charging of salt in hopper is included in above scope/rates.(Item No 1 to 6) However, during contract period contractor may have to feed excess/less material than received to maintain GPL depending upon inflow of trucks. For example, stock at taking over is 20000 MT and when contract expires stock is 18000 MT it will mean that contractor has charged 2000 MT salt in excess to salt recd. or it may be visa-a-versa also. You will be compensated at given rate in case of excess feeding of salt or recovery will be made in case of less feeding of salt than received. This clause will be operated only once i.e. on expiry of contract.	PMT	
B	UNLOADING, SHIFTING AND HANDLING OF VARIOUS CHEMICALS & STEELS, MACHINERY ETC.		
	a) Shifting of chemicals like Barium -carbonate Sodium bisulphite, heat treatment salt, soda ash and hydrated lime etc. from storage area and charging the same into chemical tanks as & when required around the clock anywhere in the plant either in the chemical	PMT	

	preparation tank or in barium sulphate plant. You will also clean the area on daily basis and will sort, bundle and handover the empty bag to PACL stores.		
	b) Unloading of chemical bags like barium carbonate, soda ash, hyd. lime, cement, sodium Bisulphite etc. from the trucks and stacking thereof in our storage godown.	PMT	
	c) Shifting of chemicals like soda ash, barium carbonate, hyd. lime, cement etc. within our factory area by using your own tractor trolley etc.	PMT	
	d) Unloading of steel :-		
	-Tor steel of various sizes	PMT	
	-Structural steel including of angle, beams channel, plates etc.	PMT	
	-Steel pipes of all dias.	PMT	
	e) Unloading of Nitrogen, CO2, DA, Oxygen or freon gas cylinders.	PMT	
	f) Shifting of Nitrogen, CO2, DA, Oxygen or freon gas cylinders within the factory area by using your own tractor trolley etc.	PMT	
	g) Unloading of FRP, plastic & HDPE/PVC material including pipes etc	PMT	
	h) Unloading of machinery, machinery parts or other spares and misc. material recd through transport companies:	PMT	
	i) Shifting of steel within factory area by using your own vehicle :		
	-Tor Steel	PMT	
	-Structural Steel	PMT	
	-Steel pipes	PMT	
	j) Shifting of machinery, machinery parts and other misc. material of any size or weight by using your own vehicle within the factory area.	PMT	
C	Supply of payloader for other jobs.(per hour)	PER HR.	
D	LABOUR SUPPLY		
	i) Supply of unskilled, skilled or semi skilled labour as per requirement from time to time.(Please quote premium over Pb.Govt. Rates)	MIN WAGES + EMPLOYER CONTRIBUTION OF PF, ESI AND EL LIABILITY+PREMIUM%	
	ii) TA/DA rate beyond 8 hours outstation duty of		
	(a) Drivers	RATE.....+.....% PREMIUM	
	(b) Casual Labour/Cleaner	RATE.....+.....% PREMIUM	
	iii) Supply of Mason/Carpenter	RATE OF RS.....+ EMPLOYER CONTRIBUTION OF PF, ESI AND EL LIABILITY+PREMIUM OF%.	



Annexure-B

TERMS AND CONDITIONS FOR CONTRACT FOR SALT AND CHEMICALS HANDLING AND SUPPLY OF LABOUR

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. However, labour supply rates shall be on actual (prevalent from time to time).

2. **VALIDITY:**

This contract will be in force for a period of one year.

3. **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. However, bill for handling of salt received through rake will be raised on completion of shifting of particular rake.
- b) The contractor shall ensure that payment to casual labour / drivers etc supplied under labour supply are made by 10th of every month. You will also ensure that payment of manpower engaged for other works i.e. salt handling etc is also released well in time to avoid any I/R problem at our plant.

4. **SECURITY DEPOSIT:**

You shall arrange interest free security deposit of Rs. 5.00 lacs 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.

5. **DEMURRAGE:**

For unloading of salt rake, timing allowed to the contractor shall be 7 hours within PACL premises. 2 hour has been retained for PACL's loco placement & removal. The time of 7 hours will start from arrival/placement of wagons on one of the two railway track/ siding. However contractor shall try to unload the salt rake within 5-6 hours. Contractor should timely arrange adequate labour for unloading of unloading of salt bags/loose salt from railway rakes.

Demurrage as levied by railway shall be borne by contractor, if delay on account of contractor. This is subject to any subsequent change in the time thereafter allowed by railway authority for rake unloading. Further you shall also be responsible for waiver of demurrages levied by railway to the maximum irrespective of the fact that demurrage is to be born by PACL or the contractor.

In case of undue delay at your end in unloading of the rake or any other work, we reserve the right of canceling/terminating this work order and get the entire or part of the work done through another agency at your risk and cost. Any additional cost incurred in such an event shall be recovered from you.

In case our one railway siding is not working and due to which placing of wagons and subsequent unloading of salt bags from wagons is delayed, for determination of liability of demurrage levied by the railways i.e. how much to be borne by PACL and how



much to be borne by the contractor, decision of HOD stores and HOD materials will be final and binding on the contractor.

6. **FORCE MAJEURE**

In case shifting of salt from railway siding to our salt godown if not possible for the reasons of force majeure like natural calamities, excessive rains, etc, PACL may consider whether to impose or waive off penalty as per clause (10) below.

7. **TAXES & DUTIES:**

The quoted rates should be inclusive of all the taxes/duties including PF & ESI etc (except supply of labour) 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, service tax shall be reimbursed by us at actual on submission of proof of deposit on quarterly basis. Income tax as applicable will be deducted at source.

8. The sub-contract of the work, partly or wholly, will not be permissible.

9. Use of pay loader in the Salt feeding storage area of Unit-1 & Unit-2 for feeding/heaping of salt will not be restricted in any manner. The same shall be provided by you without any additional cost to PACL.

10. Unloading & shifting of salt received by Rail & Unloading of salt from Trucks/Trailers/containers:

In case, salt is received through truck/trailers/ containers as well as through rail, the contractor will have to shift minimum quantity per day in bags or loose, as stated below along with the unloading of truck/trailers/ containers.

QTY OF SALT TO BE UNLOADED FROM TRUCKS / TRAILERS/ CONTAINERS PER DAY	MINIMUM QUANTITY OF SALT TO BE SHIFTED FROM RAKE/ RAILWAY SIDING PER DAY		
	NORMAL QTY	QTY. FOR BONUS	QTY. FOR PENALTY
	'A'	'B'	'C'
MT	MT	MT	MT
Up to 200	800	900	750
201-400	650	750	600
401-600	450	550	400
601-800	300	400	250
801 or more	200	300	200

Note: Above mentioned quantities are minimum indicators; however contractor should try to lift maximum quantities in a day along with unloading of Trucks/Trailers.

In case, there is no salt to be shifted/ available from railway wagons, you will have to unload minimum 800 MT of salt per day received through containers/ trucks. Penalty applicable for less shifting/unloading of containers/ trucks will be @ Rs.10/- PMT/200 per container/ truck. Bonus for shifting of salt from railway siding will be applicable @ Rs.5.00 PMT in case of shifting of quantity as per norms as mentioned above. For start of shifting, 8 hours will be allowed from completion of unloading of rake. However contractor should try to start lifting as early as possible after the same is allowed to start shifting by PACL.



For shifting of salt from railway siding, penalty will be applicable when quantity shifted is less than the quantity mentioned in column 'C'. Bonus will be applicable on quantity shifted in excess to quantity mentioned in Column 'A' but subject to the fact that quantity shifted is not less than the quantity mentioned in Column 'B'. During the shifting period of salt received through rake, if any day rake is also received in NFL, penalty will not be applicable for less shifting on that day. Similar if due to some other genuine problem of labour etc, shifting of salt is hampered, relaxation in levy of penalty may be given and decision of HOD materials will be final subject to recommendation by HOD stores. However contractor should not take the same as granted and should sincerely try to arrange necessary labour and tractor –trolley etc so that shifting of salt is maximum possible.

For unloading of loose salt from big trucks/trolleys which could not be weighed in one go at our weigh bridge i.e. from which truck extra salt is to be first unloaded & shifted by using contractor's tractor trolley & labour etc. the unloading time will be 24 hours. This 24 hours time will start from the time the said trucks are allowed to be unloaded after sample testing etc. However there will be no penalty on unloading of salt from such trucks/trolleys. This clause will only be applicable till adequate weigh bridge is not available for weighing of such trucks/trolleys.

The unloading of salt from containers will be done by the contractor using his own labour tools and tackles. In case contractor is instructed to unload the salt from containers before sampling, the unloading of such container will be started immediately on receipt of containers. However salt of these containers will be done at separate place and properly heaped for sampling by QCD deptt on next day if required.

The above said shifting schedule is based on 16 hour working of Weigh Bridge. In case, weigh-bridge is non-functional for one full shift, above said shifting norms shall be relaxed proportionately. However, no relaxation shall be allowed for 2-3 hour break down of weigh-bridge.

Contractor shall arrange to shift the available loose salt on daily basis along with shifting of salt in bags from railway siding. After shifting of all salt bags, one day will be allowed to shift the balance loose salt including sweeping etc with no penalty no bonus. If loose salt is not shifted in that day, penalty @ Rs. 20/- PMT will be applicable for qty shifted on 2nd day, Rs. 30/- PMT for 3rd day and @ Rs. 50/-PMT for 4th day. After 4th day penalty will be imposed @ Rs.100/- PMT. Salt rake shifting will be treated as over/complete when loose salt is completely shifted from platform.

In case one rake is under shifting and another rake arrives, no penalty will be imposed for non-shifting of salt for a normal time subject to verification of the Store In charge. This relaxation shall not be applied if contractor abnormally delays the shifting of first rake.

The contractor should arrange adequate no of vehicles (Tractor trolley/truck etc) in good running condition for shifting of salt from railway siding for earliest completion of shifting of salt.



In the past it has been observed that there is heavy spillage of salt on the road from the trolley's shifting loose salt from railway siding or any other area in the plant. To avoid the loss of salt, contractor should ensure that tractor trolley's used for shifting of salt are in good condition having no leakage. It is also to ensure that salt is filled up to body level only.

11. The contractor will have to ensure round the clock (24 hour) feeding of the salt in the hopper directly from the trucks or through trolleys or from the salt stock yard for which no extra payment shall be made. Desired sodium chloride content in the brine at the clarifier outlet is 305 GPL (\pm 05 GPL). The contractor will not be allowed to remove the stainer of the desired size at any cost and all salt lumps to be broken before feeding. Contractor should deploy 2 no manpower in each shift and in both plants i.e. 4 no workers per shift (12 no in three shifts) for smooth feeding of salt at hopper, saturator and clarifier etc to ensure round the clock feeding of salt.
- a) In case salt feeding is not done as required by PACL or salt feeding is slow and PACL suffers production loss due to low GPL, a penalty of Rs.10000/- shall be levied on per incident basis. If you fail to make up desired GPL in next 12 hours, further penalty as mentioned above shall be repeated.
 - b) In spite of repeated reminders, if the contractor does not arrange pay-loader or trolleys, manpower for proper feeding of salt 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.

It has been experienced that salt feeding labour is not available sometimes in day-time and many times in night shift. Also Supervisor (Munshi), of the salt feeding labour is mostly not available in the night shift and our process personnel have to be after them many a times. When pay-loader is under breakdown, problem of salt feeding is faced by the process .Even if the trolleys are arranged it takes more time and process personnel have to chase the contractor. You will ensure that this should not happen in any case

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.

12. Site Office: - You will have to post one competent supervisor round the clock at our factory that will be available for carrying out the instructions given to him from time to time in connection with the job of unloading, shifting and feeding of salt, chemicals handling, filling and labour supply. If required, contractor will be allowed to build an office within PACL factory at the site given by PACL at his own cost. Contractor will also construct a separate room away from our salt godown for his workmen, which may be used as a change room or rest room. No labourer shall be allowed to use our MCC room for above purpose. In addition to above, the Contractor should visit minimum twice in a week to the plant to ensure smooth running of the Contract.
13. 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).

14. Smoking in the factory premises is strictly prohibited and you will give same instructions to your staff and worker which should be strictly followed.
15. You will be responsible for cleaning of various stainers from salt saturator onwards till the clarifier inlet channel and you will engage your own manpower required for the above job. In case of failure, PACL may impose penalty @ Rs.1000/- per day.
16. You will be responsible for supply of the manpower for collection of salt from salt hopper as well as from below the conveyer belt. All these jobs like cleaning and lifting of salt, cleaning of salt chutes, dewatering of salt bucket/elevator/hopper/boot/pit are all inclusive of jobs mentioned in the contract and PACL will not provide any extra manpower for these jobs. However in case of emergency where we feel, non supply of manpower may hamper the normal operation, we may provide manpower but cost shall be debited to you.
Proper house-keeping of salt storage area will be contractor's responsibility which includes proper placing of bags, removing suttli from the bags/ removal of any other foreign material from the salt storage area on daily basis. On month end stocks of Salt must be heaped properly for estimation of salt stock in both the plants. Salt at elevator boot/pit should be cleaned on regular basis. In case it is observed that contractor is not doing the above job, penalty @ Rs.1000/- per day could be levied.
17. Creation of space in salt godown for storage of salt will be in your scope. In present stock area approx. 20000 MT salt is to be stored and any extension of storage area will be lead to revise the salt storage quantity accordingly. For this you will not be paid any extra charges. However, this is subject to proper working of bucket elevator no.1&2, meant for storage heap. If above said bucket elevator is not working, you will be given proportionately relaxation in above norms depending on the situation i.e. you will be paid pay loader charges for the work done for creation of space if any. The decision of Stores In charge/Head of the Works/ Mtrls. Deptt shall be final and binding on the Contractor in this regard.
18. Salt lumps coming in the salt trucks should not be broken on the MS grating thereby damaging the grating at many places and subsequently big lumps of salt should not be feed in the bucket elevator which causes breakdown of the system.
19. Tools & Tackles:- You will be required to use your own tools and tackles for carrying out the above job.
20. You will keep the entire area of Chemical feeding neat and clean. The dry chemicals thus collected shall be fed back to tanks with concurrence of shift chemists on duty. No payment will be made, unless the bags of all the chemicals consumed are given back to the Stores in proper condition.
21. 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.
23. Labour Supply: - In the past, it has been observed that contractors do not supply sufficient labour when there is heavy work load for salt shifting/handling. Therefore, the



contractor must ensure that sufficient manpower should be arranged as and when required, failing to which PACL will arrange the same from other sources and the cost thereof shall be debited to the Contractor. It has also been observed that Supervisor/Casual labour is sometimes not available at night. It is clarified that wages of that particular day shall be deducted on the basis of report from concerned official of PACL.

24. The Contractor has to ensure and arrange/engage additional or sufficient number of labourers and tractor trolleys for feeding of salt after unloading from the wagons directly into the hopper/feeding point of both the units after weighment in case of non-availability of salt in godown, which would be very rare.
25. The Contractor to ensure that tractor trolley engaged for salt rake shifting from PACL railway siding should be in good condition, properly painted/marked of their vehicle number on both sides and should have provision of dalla/back phatta for loose bags shifting to avoid spillage of salt on road. All drivers should have proper driving license/documents i.e. RC & insurance etc.

Height of the trolleys, being used for transportation of Salt from siding to Godown, should be quite high to ensure that there should not be any spillage of bags so loaded/stacked, while shifting the salt from railway siding to the plant. All safety norms should be followed to avoid any accident & wastage. On reporting of spillage of bags by particular trolley, said trolley shall be black-listed for 2 days & shall not be allowed to operate in PACL during such time. Repeated occurrence by same trolley can lead to permanent black-listing.

26. Contractor shall ensure that salt bags should be emptied properly by the labour to avoid wastage of salt left in the salt bags. Contractor should collect the loose salt got spread on siding from the tarpaulins or railway line or on the way while shifting along with salt bags, simultaneously. Otherwise, suitable penalty or penal action shall be imposed on the contractor.

27. **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 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) Before placement of Rake on railway siding, contractor will be responsible for covering the railway track (between lines) with tarpaulins etc. so that salt loss is reduced. After unloading of rakes, the salt bags will be covered by tarpaulins properly, particularly in rainy season.
- e) Contractor should ensure that, Rake Tarpaulin's & empty bags are handed over to stores dep't after proper dusting & bundling etc.



- f) Contractor shall not be allowed to use JCB machine for loading of salt at railway siding.
- g) Contractor should be available at site for minimum two days in a week & should sign on register to be maintained by Manager (Stores).
- h) 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.
- i) Minimum wages means minimum wages of Punjab Govt.
- j) You should abide by all the statutory requirements under various Labour Laws like ESI, Housekeeping, PF, Worker Compensation Act etc. as per annexure enclosed.
- k) 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.
- l) Advance Sales Tax/work contract Tax if applicable, shall be deducted by PACL. PACL will issue deduction certificate for the same.
- m) You will provide additional manpower for handling 2-3 rakes together in a short notice, if they arrive together at Nangal.
- n) You will mention PAN No. on the top of invoice, while submitting the bill, failing to which no payment shall be released.
- o) 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 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 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 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 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 arbitratory 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.