



Punjab Alkalies & Chemicals Limited

Regd. Office : S.C.O. 125-127, Sector 17-B, Chandigarh - 160 017 (INDIA)
Phone : 0172-4072508-568, E- mail : info@punjabalkalies.com Fax : 0172-2704797
CIN : L24119CH1975PLC003607, Website : www.punjabalkalies.com



PACL: PUR:2018

15.12.2018

SUB: TENDER DOCUMENT FOR ANNUAL CONTRACT FOR SUPPLY OF MANPOWER FOR HOT & COLD INSULATION JOBS AT OUR WORKS AT NAYA NANGAL.

Dear Sir,

Sealed offers are invited for annual contract for supply of manpower for hot and cold insulation jobs at our works at Naya Nangal. The details of tender are as follows:

1. SCOPE OF WORK: As per enclosed Annexure 'A'.
2. Last date of submission of offers: 21.12.2018
3. Earnest Money Deposit: Earnest money of Rs. 20,000/- by means of Demand Draft favouring "Punjab Alkalies & Chemicals Ltd." Payable at Chandigarh to be enclosed in separate envelope marked as 'Earnest Money' along with offer.
4. Security Deposit: The successful party will have to deposit Security of Rs. 50,000/-.
5. Validity: Offers should be kept valid for minimum 90 days from the date of opening of offers.
6. Duties & Taxes: If any, be clearly defined in your offer.
7. Other terms & conditions: The contractor shall be responsible for all the obligations under labour laws including PF & ESI etc. as per Annexure 'B' enclosed.

Note: Rates may be quoted on the Annexure 'A'.

Offers received late, without Earnest money and without complete information are likely to be rejected. We reserve the right to accept/reject, in part or full, any or all offers without assigning any reason thereof.

For Punjab Alkalies & Chemicals Ltd.

(K.K. GOYAL)

Dy. Mgr. (Purchase)

Phone: 0172-4072538, Mob.-9815615339



SCOPE OF WORK AND TERMS FOR ANNUAL CONTRACT FOR SUPPLY OF LABOUR-SKILLED/UNSKILLED FOR INSULATION JOBS

A) Supply of skilled/ semi -skilled & casual labour as required as required from time to time for hot/cold insulation jobs. The contractor will have to provide workers even on two hours notice. In case contractor will have to provide workers even on two hours' notice. In case contractor fails to provide workers as per requirement, PACL will engage the same from alternate sources at contractors risk and cost.

B) Contractor will be required to pay minimum wages to their workers as declared by Punjab Govt. time to time.

C) All tools and tackles required for the job will be arranged by you. Material required for insulation will be given by PACL free of cost. However, you will ensure that material wastage is minimum possible.

D) Income tax as applicable will be deducted at source.

E) Goods & Service tax as applicable shall be paid extra.

F) Contractor will have to abide by the rules & regulations as mentioned in enclosed ANNEXURE 'B'.

G) Rate:

The labour rates declared by Pb. Govt. shall be applicable during the duration of the contract. Over and above the labour rates, Service charges as agreed will be paid. You shall also be reimbursed Employer's contribution of PF, ESI and EL payable as per rules. All obligations under labour laws shall be in the scope of the Contractor. For labour deployed for FRP jobs rates will be fixed by PACL.

Over and above the labour rates, please quote your service charges in %.....

Payment will be made within 60 days after submission of bills. You shall deposit all Govt. dues like Provident Fund/ESI etc. of the workers before the due date every month. Payment to workers shall be made in presence of the HRD official at site.

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 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-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 form 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 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 arbitary 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.