

The Punjab State Co-Operative Supply And Marketing Federation Limited: Chandigarh.

Terms & Conditions for Factory Labour & Labour & Cartage Contract for Markfed Rice Mill, Nawanshahar.

1) The E-tender shall be uploaded on <https://eproc.punjab.gov.in> .

2) The tender shall be received as per two bid system i.e.

I- Technical Bid.

II- Financial Bid.

The Technical bid shall be opened first to examine the eligibility by the committee. The financial bid of technically eligible tenderer shall be opened subsequently. The financial bid of the tenderers who failed to qualify the technical bid shall not be opened.

3) The earnest money amounting to Rs. 50,000/- shall have to be deposited through online/epayment mode in favour of "The Punjab State Cooperative Supply & Marketing Federation Limited" in account No. 0035035000138 (HDFC Bank, IFSC Code HDFC0000035) even if any credit is lying in favour of the tenderer with Markfed. The earnest money shall be deposited afresh for participating in the said e-tender. The earnest money shall be verified at the time of opening of tender. The earnest money may be deposited 1 or 2 days prior to the date of tender, so that at the time of opening of tender, payment is verified. In case, the earnest money is not verified at the time of opening of tender, the tenderer shall be disqualified.

Technical Bid:

4) The technical bid shall include the following documents.

Sr. No. Name of Documents

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| I. | Copy of receipt of deposit of earnest money (Rs. 50,000/-) through online/e-payment mode. |
| II. | Proof of constitution of firm/company. |

- III. Proof of registration with the Labour & Conciliation Officer under the provision of the contract labour (Regulations & Abolitions) Act 1970.
- IV. Proof of at least three years experience dealing in food grains with any Govt. agency within the State/Outside the State having same status. Experience and satisfactory work and conduct certificate must be attached.
- V. Proof of valid license of Labour Contractor.
- VI. Proof of residence.
- VII. Proof of Pan Card.
- VIII. Proof of PF No.
- IX Terms and conditions duly signed by the authorized person.

The tenderer shall submit the technical bid on technical bid proforma. **Copy of all the above documents shall be scanned and uploaded.**

The tenderer who fails to submit any of the documents mentioned above shall be rejected and financial bid of that tenderer shall not be opened.

Financial bid:

- 5) The tenderer shall offer its rate in the financial bid proforma attached alongwith terms and conditions.
- 6) The party whose tender is accepted will have to deposit a sum of Rs. 1,50,000/- (Rs. one lac and fifty thousand only) as security amount which is to be deposited with MRM Nawanshahar within a period of three days from the acceptance of the tender. The amount of earnest money will be adjusted towards security.
- 7) The party whose tender is accepted will enter into an agreement on the prescribed form with MRM Nawanshahar within a week's time of the award of the contract.
- 8) In case the party, whose tender is accepted, fails to execute an agreement or fails to deposit security amount within the stipulated period, as mentioned above with concerned rice mill, the concerned District Manager of the plant is authorized to forfeit the earnest money deposited by the party and offer will be withdrawn.

- 9) The period of the contract for Labour & Cartage work will be from **allotment of tender to 30.06.2020**. However Markfed does not guarantee any fixed volume of work.
- 10) Conditional tender will not be entertained / accepted.
- 11) Income tax will be deducted as per practice/rules in force from time to time.
- 12) The party, whose tender will be accepted, will have to give guarantee on non judicial stamp paper of Rs. 15/- by a License Holder Labour Contractor or Factory Owner.
- 13) The security deposited against contract will be released only after completion of the audit of the said period.
- 14) In case, any recovery is pointed out by the Auditor / Accounts section, the same will be adjusted from security of the said Labour Contractor.
- 15) The Labour Contractor must be registered with the Labour & Conciliation Officer under the provision of the contract labour (Regulations & Abolitions) Act, 1970.
- 16) The contractor will have to act as Clearing Agent for the delivery of rice to FCI/DFSC at the stations allotted by the FCI.
- 17) The contractor will have to provide labour on daily basis on DC approved rates whenever required by the management of the concerned rice mill. Where DC approved rates are not available, the Manager of concerned rice mill will fix the wages/rates as per the provisions of the minimum wages act.
- 18) The contractor will have to follow rules and regulations and will be responsible for any eventuality.
- 19) The contractor will have to work in all the mandis allotted to the Markfed MRM Nawanshahar and the transit shortages will be recovered from him.
- 20) The contractor will have to distribute the bardana in the mandis at the time of purchase of paddy.
- 21) If lifting of paddy is not done within 24 hours, the extra shortages occurred at the time of lifting of paddy will be the responsibility of the Labour Contractor. However, genuine and reasonable cases can be considered.
- 22) The payment of the Labour Contractor will be made on monthly

basis and will be released by the 10th of every month on the basis of rates quoted by him through Mandi Proforma attached **(Annexure 'A')**.

- 23)** Markfed reserves the right to extend the contract for a period of three months or till the finalization of new contract, whichever is earlier.
- 24)** The contractor should have at least three years experience dealing in food grains with any Govt. agency within the State/Outside the State having some status. Experience and satisfactory work and conduct certificate must be attached.
- 25)** The contractor must have a valid license of Labour Contract.
- 26)** The payment of special operation, which is conducted but not covered under the Labour Proforma, shall be fixed by the Markfed. If any operation is not fully conducted by the Labour Contractor, he will have to forego the value equivalent to the operation not conducted.
- 27)** The Labour Contractor shall strictly comply with the provisions of the Minimum Wages Act, 1948 & other relevant Labour Laws and shall maintain proper record, which should be produced to the Inspecting Authority on demand.
- 28)** The Labour Contractor shall be responsible for complying with all the provisions of ESI/EPF and Misc Provisions Act, 1952 and other statutory enactments. The responsibility in this regard shall be that of Labour Contractor and in case of penalty, the same shall be borne by the Labour Contractor.
- 29)** In case of any loss / damage caused by the Labour Contractor to Markfed during duty period, suitable recovery shall be made from the bills of the contractor or through other legal course.
- 30)** In case the Contractor fails to provide adequate labour as per requirement of the rice mills or abandon the work during the period of contract, his contracts shall be cancelled besides forfeiting of security and the labour shall be arranged at the risk and cost of Labour Contractor concerned.
- 31)** In case of any dispute arising out of the contract, the matter shall

be referred to the Managing Director, Markfed, Chandigarh for arbitration by him or through his/her nominee who will act as Sole Arbitrator and whose decision shall be final and binding on both the parties. Such arbitration cases / proceedings will be held under the provision of the Arbitration & Conciliation Act, 1996 within the jurisdiction of Chandigarh Courts only.

- 32)** The security deposit against the contract will be released / refunded on the expiry of the contract and fulfillment of the terms and conditions of the contract to the entire satisfaction of the management and production of No Objection Certificate from ESI/PF authorities.
- 33)** Non-fulfillment of any of the terms & conditions of the contract to the entire satisfaction of the management within agreed terms and conditions shall attract forfeiture of the security deposit & in addition to any other penalty/ punishment imposed by any concerned department regarding failure to comply with the rules and regulations and provisions of the relevant acts.
- 34)** Markfed reserves the right to cancel any or all the tenders without assigning any reason.
- 35)** The Labour Contractor must mention his PF No. and PAN No. which is mandatory for depositing PF of labour engaged with MRM, Nawanshahar and issuing TDS certificate for Income Tax deducted at source.
- 36)** The tenderer should sign all the pages of tender form and terms and conditions as a token of acceptance of the same.

Signatures of tenderer/party with seal.

Complete Address.....

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Phone/Mobile No. _____