

MARKFED MODERN RICE MILL

Banga Road, NAWANSHAHAR - 144 514

(A Unit of Punjab State Co-op. Supply & Mktg. Federation Ltd.)

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

The tenderer can participate in the e-tender by visiting e-tendering portal website i.e. eproc.punjab.gov.in. Tenderers shall upload Technical and Financial Bid on the e-tender website. Financial bids of only those parties shall be opened, which are technically qualified.

1) The following are the technical requirements:

- a) The party shall submit the proof of constitution of the firm/company.
- b) The party shall submit the earnest Money deposit certificate.
- c) The party shall submit the complete name along with the location/address of the firm.
- d) The party shall submit the copy of the certificate of GST and PAN card.
- e) The party shall submit the General Power of Attorney given by the company in favour of the person deputed to sign papers and documents etc or any such person who is authorized representative of the company and shall submit the identity proof of the concerned person.
- f) The party shall submit an undertaking to the effect that the tenderer has no dispute with Markfed and has not been blacklisted by Markfed in the past.
- g) The party shall submit the signed copy of terms & conditions duly signed by the tenderer on each page as an acceptance of the terms & conditions.
- h) The contractor should have at least one year of experience dealing in food grains with any Govt. agency within the State. Experience and satisfactory work and conduct certificate must be attached.
- i) The Labour Contractor must be registered with the Labour & Conciliation Officer under the provision of the contract labour (Regulations & Abolitions) Act, 1970.
- j) The Contractor should also submit the scanned copies of income tax

returns i.e. for the financial year 2021-22.

- k) Conditional tender will not be entertained / accepted.
 - l) The contractor will have to follow rules and regulations and will be responsible for any eventuality.
 - m) Successful Tenderer shall also submit all the original documents for verification by the plant committee, as desired by Markfed in Technical Bid on demand before the award of the contract. Otherwise committee has the right to reject his offer and forfeit the EMD.
- 2) **EMD/Security deposit:** The party shall deposit tender fee of Rs 590/- (inclusive of GST) and it is non-refundable. The technical bid shall be accompanied by Earnest Money Deposit of Rs 10,000/- which shall be deposited through online mode only while submission of tender. The party whose tender is accepted will have to deposit a sum of Rs. 50,000/- (Rs. Fifty thousand only) as security amount which is to be deposited with MRM Nawanshahr within a period of Seven days from the acceptance of the tender. The amount of earnest money will be adjusted towards security. No interest shall be paid either on security deposit or EMD. The security deposit against the contract will be released / refunded on the expiry of the contract and fulfillment of all the terms and conditions of the contract to the entire satisfaction of the management and production of No Objection Certificate from ESI/PF authorities. Further the security deposit shall not bear any interest. 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.
- 3) **Agreement:** The party whose tender is accepted will enter into an agreement on the Non-Judicial Stamp Paper of Rs.100/- with MRM Nawanshahr within a week's time of the award of the tender. 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 Markfed MRM, Nawanshahr. Markfed is authorized to forfeit the earnest money deposited by the party.
- 4) **Period of contract:** The period of the contract for Labour work will be for One year. Markfed reserves the right to extend the contract for a period of three months or till the finalization of new contract,

whichever is earlier.

5) Payment terms:

- a) The payment of the Labour Contractor will be made on monthly basis. No payment will be released against the bills submitted by the contractor if the challans/return of deposited EPF & ESIC for the previous month are not enclosed with the bill.
- b) Income tax, TDS (GST) etc. will be deducted as per Govt. Rules in force from time to time.
- c) Contractor shall deposit the GST and payment of GST shall be released to contractor only when the input credit is made available in the GST Portal of Markfed.
- d) Labour contractor shall submit the proof of deposit of EPF, ESI & wage sheet along with ECR copy every month at the time of release of payment.
- e) In case, any recovery is pointed out by the Auditor / Accounts section, the same will be deducted/ adjusted from security or any amount payable to the Labour Contractor.
- f) 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/Markfed on demand.
- g) The Labour Contractor shall be responsible for complying with all the provisions of ESI/EPF and Misc Provisions Act, 1952 and other statutory obligations. The responsibility in this regard shall be that of Labour Contractor and in case of any penalty/interest, the same shall be borne by the Labour Contractor. Labour contractor must submit an undertaking that contractor doesn't have any kind of pendency of deposit/ challans related to E.P.F and E.S.I or any kind of statutory obligation with Markfed. He shall be fully responsible for delay/defaults, if any in making the above statutory payments.
- h) In case of any loss / damage caused by the labour employed by labour contractor to Markfed during contract period, suitable recovery shall be made from the bills of the contractor or through other legal course.
- i) The contractor shall make payment to the labour by the 7th of every month without linking the payment due if any with Markfed. In case

of non-payment to the labour any problem occurs i.e. any labour agitation/unrest, the contractor will be directly responsible for the same and he will be black listed and labour will be arranged at his risk and cost from the open market and payment will be made to the labour, which will be recovered from the pending bills/security payable to the contractor. The contractor shall ensure the submission of the bill by 3rd of each month alongwith copies of previous month wages paid register to ensure that the payment is made by the stipulated date, failing which he shall be responsible for non-payment and delayed payment.

- j) In case the Contractor fails to provide adequate labour as per requirement of the Markfed MRM, Nawanshahr or abandon the work during the period of contract, his contract shall be cancelled and he will be blacklisted besides forfeiting the security and the labour shall be arranged at the risk and cost of Labour Contractor.
 - k) Payment to employees engaged through service provider by escrow account.
- 6) **Rate:** The contractor will have to provide labour on DC approved rates. The contractor shall have to make payment to his Labour at the rate fixed by Department of Labour or Deputy Commissioner from time to time under minimum wages Act. The EPF/ESIC shall be paid by the contractor.
- 7) **Scope of work:** Labour to be provided by contractor will be engaged for filling of rice stocks in small packs of 1kg, 2kg, 5kg, 25kg and 35kg etc. from bulk packing of 50kg, unloading and stacking of rice stocks from trucks in bulk packing of 50kg . It will also be engaged for preservation of rice stocks, gradation of old basmati stocks, sortexing of old stocks, cleaning of godowns etc.
- 8) **Arbitration:** All the disputes and differences arising out of or in any manner touching or concerning the agreement whatsoever, shall be referred to the sole arbitration of an arbitrator to be appointed by the SPA/Markfed from the panel of the independent Arbitrators. The second party will have no objection to the appointment of the arbitrator from the panel of the independent Arbitrators Maintained by SPA/Markfed, which is in consonance with the 7th schedule of the Arbitration & conciliation Act, 1996. The award of the Arbitrator shall be final and binding on the parties to the contract. In the event of death of an Arbitrator or his being transferred or vacating his office or being unable to act for any reasons, the SPA/Markfed concerned at the time of such transfer, vacation of office, death or inability, shall appoint another

person to act as Arbitrator. Subject as aforesaid, the Arbitration & Conciliation Act. 1996 (as amended in 2015) or any statutory re-enactment or modifications thereof shall apply to the arbitration provided under this clause. The fee of the Arbitrator so appointed shall governed by the terms and conditions of Markfed”.

9) Others:

- a) Markfed reserves the right to cancel any or all the tenders without assigning any reason.
- b) The Labour Contractor must mention his PF No., PAN No & GST No. which is mandatory for depositing PF of labour engaged with MRM, Nawanshahahr and issuing TDS certificate for Income Tax deducted at source.
- c) The offer shall be valid and irrevocable for 45 days from the date of opening of tender. In case, the tenderer resiles from his offer, the EMD shall be forfeited and contract shall be awarded to some other party at his risk and cost besides blacklisting of the party.
- d) The Tenderer should sign all the pages of tender form and terms and conditions as a token of acceptance of the same.
- e) Partnership/ subletting in labour contract will not be allowed.
- f) Markfed shall not be responsible if it is not possible to upload/submit the tender online due to any fault or malfunctioning of the internet/e-tender site.
- g) Corrigendum/addendum/corrections if any will be published online only.
- h) I have read and understood all the terms & conditions of the tender and shall abide by the same.

Signatures of tenderer/party with seal.

Complete Address.....

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Phone/Mobile No.....