



Malabar Regional Co-operative Milk Proucers' Union Ltd
Head Office: Peringolam, Kunnamangalam (P.O), Kozhikode – 673 571

MRU/PROJECTS/GARDEN/120/2018-19

12.04.2018

TENDER NOTICE

Sealed tenders are invited from experienced Garden Contractors for carrying out the maintenance works of the existing garden, replanting / developing of the garden within the campus of the Head Office at Peringolam, Kunnamangalam on contract basis for a period of two years from 01.05.2018 to 30.04.2020 as per the terms and conditions mentioned below. The tender forms with detailed terms and conditions are available from this office free of cost or the same can be downloaded from our website www.malabarmilma.com. The tenders should be submitted along with EMD of ₹ 1,000 in the form of cash receipt from the Accounts Department of MRCMPU Ltd, Head Office or in the form of crossed Demand Draft drawn in favour of Managing Director(I/c), MRCMPU Ltd payable at Kozhikode

1. Issue of tender form : From 14.04.2018 onwards (10.AM to 3.00 PM on all working days) and till 30.04.18, 11 AM
2. Earnest Money Deposit : ₹ 1,000.00 (Rupees One Thousand only)
3. Date and time of submission : On or before 1.00 PM on 30.04.2018
4. Date and time of opening : 30.04.2018 at 2.00 PM
5. Venue of opening of tender : Head Office, Peringolam

A. General Terms and Conditions

1. The Independent Labour Contractor should have the necessary license from the competent authority (District Labour Officer-Enforcement) under the Contract Labour (Regulation and Abolition) Act 1970 to provide services of workmen for carrying out labour contract on piece rate basis. If he does not have the license he should obtain the same at his own cost within one month of starting the piece rate work and he shall comply with all statutory requirements within the above period of one month.
2. The Independent Labour Contractor should have valid PF registration, ESI registration, Professional Tax registration, PAN number of Income Tax Department, independent code number under ESI and EPF Act etc.
3. **The wages paid by the Independent Labour Contractor to his employees should be in accordance with the Agricultural Operations and Dairy Farming notification made under the Minimum Wages Act (Notification GO/No.39/2017/LBR dated 09/05/2017) and each employee should be paid wages amount for an eight hour duty which should not be less than the amounts shown in the table below:**

Contract employee	Monthly minimum wage amount for 8 hour duty (₹)	DA for Kozhikode centre (315-250) X ₹ 26	Total Wage (₹)	Monthly PF contribution by contractor @ 12% (₹) subject to a maximum wage of ₹ 15000 per month	Monthly ESI contribution by contractor @ 4.75% (₹)
Workman	10920.00 (₹420*26)	1690.00	12610.00	1519.20	599.00

4. The Contractor shall also remit PF and ESI contributions as shown in the above table. The Contractor shall make remittance of employees' contribution of PF and ESI by deducting the same from the employees' wages. The contractor shall submit the photocopy of the wage register to the Managing Director (I/c) every month.
5. The Independent Labour Contractor shall submit his bill for a month in the specified form to the Managing Director (I/c) on or before the fifth day of the succeeding month along with copies of wage register and remittance challans with bank seal to prove remittance of PF and ESI contributions. Payment of eligible amount will be made by the Managing Director (I/c) on or before the tenth day of the succeeding month after deduction of penalties if any for unsatisfactory performance. Statutory deductions like Income Tax etc as applicable will be made from the bills as per Government instructions from time to time. Collection and payment of Service Tax, will be the responsibility of the Contractor.
6. The Independent Labour Contractor's employees shall wear prescribed uniforms within the Head Office campus and they shall follow all prescribed hygienic practices in the Head Office.
7. The Independent Labour Contractor's employees working in the Head Office shall perform their duties in a disciplined manner and should not behave in any manner detrimental to the smooth functioning of the routine activities in Head Office.
8. In case any of the Independent Labour Contractor's employees meet with any accident in any location not covered under the ESI Act, the Contractor shall be solely liable to provide the employee with necessary treatment and compensation. MRCMPU Ltd shall not be liable for any disability claims/compensation due to injury/death on account of such accidents. The Contractor shall obtain necessary insurance coverage to meet such eventualities under the Workmen's Compensation Act from a Nationalised Insurance Company at his own expense and a copy of the Policy shall be submitted to the Managing Director (I/c). Whenever the Contractor engages new employees such employees shall also be included in the above policy and evidence of inclusion shall be submitted to the Managing Director (I/c) immediately.

9. The Independent Labour Contractor shall not be eligible for any payment other than the amount calculated as per the piece rate fixed under the contract and the Contractor shall meet all his statutory liabilities as well as liabilities of wages from this amount.
10. The employees of the Independent Labour Contractor shall have no right for regular employment in MRCMPU Ltd and there shall be no employer-employee relationship between the Union and the Contractor's employees.
11. The Independent Labour Contractor shall follow instructions issued by the authorities of MRCMPU Ltd in conformity with the provisions of the ISO/HACCP specifications regarding the hygiene, punctuality and performance of his employees and documentation procedures connected to ISO/HACCP implementation.
12. The personnel employed by the Independent Labour Contractor shall be above 18 years and below 58 years of age and must be well-disciplined and medically fit and technically skilled to carry out the specified jobs. These personnel shall be engaged for a maximum of six days in a week, that is 26 days in a month.
13. The Independent Labour Contractor shall on request by the Managing Director (I/c) immediately replace any person employed by the contractor, who may, in the opinion of the Managing Director (I/c) be unsuitable or incompetent to carry out the allotted work or is found guilty of misconduct.
14. The Independent Labour Contractor shall make periodical and/or surprise checks to supervise the performance and turn out of the contract personnel provided by him.
15. The Independent Labour Contractor shall arrange for the maintenance of registers and forms as are found necessary for efficient performance of the work assigned to him. A duty register indicating the names of the contract personnel on duty should be made available to the Managing Director (I/c) at all times.
16. The Independent Labour Contractor shall not assign or sublet the work in full or part to any other sub contractor.
17. The Managing Director (I/c) reserves the right to require Police verification to be done by the Independent Labour Contractor of the persons engaged by him before assigning duties inside the Head Office
18. Independent Contractor Relationship and Status

- A. The Independent Contractor shall perform the Services under this Contract solely as an Independent Contractor and shall recognize that this Contract does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the Contractor and MRCMPU Ltd. The Independent Contractor is not authorized to enter into or commit MRCMPU Ltd to any agreement, and the Independent Contractor shall not represent itself as the agent or legal representative of MRCMPU Ltd.
 - B. The Independent Contractor shall have the right to control and supervise the performance of the services provided under this contract.
 - C. The Independent Contractor shall not be entitled to participate in any of the benefits provided by MRCMPU Ltd, including without limitation any health or retirement plans. The Independent Contractor shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for under the terms of this Contract.
 - D. MRCMPU Ltd shall not be liable for taxes, Worker's Compensation, ESI, EPF etc for the services provided by the Independent Contractor or for withholding for or on behalf of the Independent Contractor any amount payable to any other person consulted or employed by the Independent Contractor in performing Services under this Contract. All such costs shall be the Independent Contractor's responsibility.
19. The Independent contractor shall indemnify MRCMPU Ltd against all claims which may arise under the under noted Acts.
- a. The Minimum Wages Act, 1948.
 - b. The Workman's Compensation Act, 1923.
 - c. The Payment of wages Act, 1963.
 - d. The Payment of Bonus Act, 1965.
 - e. The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
 - f. E.S.I Act 1948.

- g. Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
- h. The Employees Provident Fund and Miscellaneous Provisions Act, 1952.

AND

Any other Acts or Statute not here in above specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work.

- 20. Any amount payable to MRCMPU Ltd arising out of this contract will be recoverable from the amounts payable to the contractor by MRCMPU Ltd.
- 21. The Independent Labour Contractor shall execute an agreement in non-judicial stamp paper worth ₹ 200.00 and remit a security deposit of **₹ 15,000.00 (Rupees Fifteen thousand only)**. The security amount will be released after satisfactory completion of the contract period. No interest shall be paid on the security deposit amount. Either party can terminate the agreement during the operative period by giving three months notice in writing to the other party.

B. Special Conditions including work chart and schedules

The Independent Labour Contractor shall provide the required equipments, fertilizers & pesticides for maintaining the garden. Evaluation of whether a particular work has been carried out satisfactorily will be determined on the basis of the work chart specifications and schedule. The garden operations shall be carried out on all days and your employees shall be available in the Head Office Premises on all days.

C. Remuneration

The rate quoted by the Independent Labour Contractor shall include all expenses required to implement the General Terms and Conditions mentioned above as well as any other statutory payment not specifically mentioned therein. The rate quoted should also include the expenses for adhering to the Special Conditions. The rates should be quoted in the following format (Exclusive of service tax) in the space provided in the tender form.

SL No	Nature of work	Unit	No of units (Area)	Frequency of work	Rate quoted per unit (Rs)	Amount (Rs)
1	Maintenance of garden, which includes, Watering of Garden, Manuring of Garden & plants, Applying insecticides, Weeding in the garden and spraying of water to the flower plants, Grass cutting, Shaping of plants & planting of new & latest flower plants.	Sq.ft	13200	Once Daily		
2	Developing of new area, which include making free from weeds and, debris, pulverizing, leveling, landscaping, manuring & planting with Mexican grass.	Sq.ft	2000	As per requirements		
3	Developing of new area, which include make free from weeds, debris, pulverizing, leveling, landscaping, manuring & planting with Buffalo grass.	Sq.ft	1000	As per requirements		
4	Drainage cleaning, removal grass plants near Head Office gate and fence as well as other campus works	Sq.ft	37318	As per requirements		
TOTAL AMOUNT(Rs.)						

Managing Director

D.D No/Receipt No	Name of Bank	Date	Amount ₹
Certified that I have read the terms and conditions of the Tender Notice No. MRU/PROJECTS/GARDEN/120/2018-19/dated 12.04.2018 and agree to the same.			
Name of the Tenderer			
Address of the Tenderer			
Mobile Phone No:			
Signature of the Tenderer with Date			

