

(Under Jurisdiction of Bilaspur Court Only)

साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड"एक मिनी रत्न कंपनी / कोल इंडिया लिमिटेड की अनुषंगी कंपनी"
पंजी. कार्या.: सीपत रोड, बिलासपुर (छ.ग.), 495 006**SOUTH EASTERN COALFIELDS
LIMITED**"A Mini-Ratna Company / A Subsidiary of Coal India Limited"
Regd. Office: SECL HQ, Seepat Road, Bilaspur (C.G.), 495 006

CIN: U10102CT1985GOI003161

**कार्मिक/प्रशासन विभाग**एसईसीएल मुख्यालय, सीपत रोड
बिलासपुर, छत्तीसगढ़, 495 006

फोन: 07752-246330, फ़ैक्स: 07752-246330

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वेबसाइट: <http://www.secl-cil.in>

No. SECL/PERS/ADMIN/WO/2023/246

Date: 06.06.2023

To,

M/s Indian Coffee Workers' Co-operative Society Ltd.
592, Malviya Marg, Jabalpur
MP Pin-482002**Sub:- Work Order for "Take Over, Running and Maintenance of SECL VIP Guest House (Bilaspur Bhawan), Indira Vihar, Bilaspur, C.G" through engagement of M/s ICWCS Ltd Jablapur for a period of 2 years from 12.06.2023 to 11.06.2025.**

Dear Sir,

With reference to the above, we are pleased to convey that your offer to undertake the subject work for a total value of Rs. 2,77,17,459.46 (Rs. Two Crore seventy seven lakh seventeen thousand four hundred fifty nine and paise forty six only) plus GST, if any has been accepted. Payment of consumables items, washing/laundry charges, Gas refilling charges, GST etc. shall be reimbursed on actual basis.

The contract shall be governed by the following terms & conditions:

1. SCOPE OF WORK

- (i) Take Over, Running and Maintenance of SECL VIP Guest House (Bilaspur Bhawan), Indira Vihar, Bilaspur, C.G consisting of 16 Rooms including round the clock reception service, purchasing, preparation and serving of food items, attending the guests, house-keeping service, maintaining of records and other allied works subject to the approval of competent authority and maintenance of dining hall, kitchen, lobby, veranda, etc for a period of 2 years from 12.06.2023 to 11.06.2025.
- (ii) Maintenance of proper layout of furniture and fixtures of BILASPUR BHAWAN, SECL, BILASPUR.
- (iii) Maintain good hygienic look and upkeep of the BILASPUR BHAWAN, SECL, BILASPUR.
- (iv) Maintain account of all the furniture, utensils and fixtures provided in the BILASPUR BHAWAN, VIP GUEST HOUSE, SECL, BILASPUR.

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2. DEPLOYMENT OF MANPOWER

19 Nos. of Manpower will be deployed by M/s ICWCS Jabalpur as per below mentioned table.

Sl. No.	Description of Manpower	BILASPUR BHAWAN
1	Manager	1
2	Dy. Manager	2
3	Supervisor	1
4	Sr. Cook	3
5	Cook	2
6	Asstt. Cook	1
7	Sr. Bearer	7
8	Sweeper/Cleaner	2
Total		19

3. SALARY & OTHER EXPENSES

Salary/Wages and other allowances as mentioned below will be reimbursed by the SECL Management.

Running and maintenance of BILASPUR BHAWAN, VIP Guest House, SECL, Through engagement of M/s ICWCS Ltd Jabalpur for a period of 02 years from 12-06-2023 to 11-06-2025					
Sl. No.	Particulars (Salary & Other Expenses)		No. of Manpower	Rate	Amount per month
a)	Manpower	Manager	1	54966.27	54966.27
	(i)	Dy. Manager	2	43277.16	86554.32
	(ii)	Supervisor	1	38034.62	38034.62
	(iii)	Sr. Cook	3	38034.62	114103.85
	(iv)	Cook	2	31537.37	63074.74
	(v)	Asstt. Cook	1	23705.01	23705.01
	(vi)	Sr. Bearer	7	31537.37	220761.58
	(vii)	Sweeper/Cleaner	2	23680.74	47361.49
	Total		19		648561.88
	Other Overhead Expenses (58.66%) (Enclosed Annexure-III)				380446.40
	Management Charges (10%)				64856.19
	G. Total for one month				1093864.47
Note: Salary will be increased w.e.f. 1st April in every year @ 9.5%					

4. RATE OF EATABLE ITEMS

The rates/menu of eatable items to be supplied in Bilaspur Bhawan, SECL shall be applicable as per Annexure-I, GST will be charged extra.

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5. GST

- a. GST will be reimbursed on production of uploaded invoice/ documentary evidence. Amount of statutory levies like CGST, SGST or IGST will be released when the same will appear in GSTR-2 of SECL in the common portal of GST and after submission of documentary evidence of deposition of GST Taxes and filing of GST Returns.
- b. You are directed to raise GST Invoice strictly adhering to provisions of Section 31 under CGST Act 2017 along with Rule 46 & 47 of CGST Rule, 2017 Invoice issued by you should bear GST Registration Number of SECL 22AADCS2066E9ZL & 23AADCS2066E1ZR to enable SECL to claim input tax credit.
- c. You will file all the Returns and details as applicable under GST Laws & Rules within due dates.
- d. You will give an undertaking on invoice or as separate Annexure along with the invoice that the invoice/ applicable GST Returns has been/ will be uploaded on GST Portal within due time as prescribed in CGST Act and CGST, SGST or IGST has been deposited as per the provisions of GST Act and rules thereof.
- e. If there is any delay of payment against the Invoice due to your fault and if any reversal of input tax arises, the same will be recovered from you along with interest and penalty if any, as paid by SECL due to reversal.
- f. In case the GST rating of vendor on the GST Portal /Government's official website is negative/black listed at any stage even after award of work, SECL has right to cancel the Letter of Award/Work Order/ SECL shall not be obliged or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct/recover such GST along with all penalties/ interest, if any incurred by SECL.
- g. If you default in uploading the invoice / applicable GST Returns or default in deposit of applicable GST Taxes, SECL reserves the right to upload such defaulter on SECL website and may also debar you from participating in future tenders for a minimum of one year.

6. SECURITY DEPOSIT

All monthly running on account bills shall be paid @ 95% of work value. Security deposit @5% from the monthly running bills shall be deducted and retained and will be refunded after the successful completion of the contract period.

7. MoU/CONTRACT PERIOD

The work shall be completed within 2 years from the date of commencement of the work. The date of commencement of the work shall be reckoned from 12.06.2023 and date of completion will be 11.06.2025.

8. LPG & GAS CONNECTION

SECL shall provide necessary LPG connection, Gas appliances, Electrical appliances, Freezer, machineries, crockeries etc. to M/s INDIAN COFFEE WORKERS' CO-OPERATIVE SOCIETY LTD. JABALPUR.

9. GAS REFILLING CHARGES

SECL shall reimburse the Gas refilling charges to M/s INDIAN COFFEE WORKERS' CO-OPERATIVE SOCIETY LTD. JABALPUR every month on actual consumption.

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10. WASHING CHARGES & CONSUMABLE ITEMS

SECL shall reimburse the Laundry Charges for washing of linen, bed sheets, pillow covers, towels, blankets, curtains etc. on actual every month to M/s INDIAN COFFEE WORKERS' CO-OPERATIVE SOCIETY LTD. JABALPUR. SECL shall reimburse the purchasing cost of consumables, cleaning materials etc. on actual every month to M/s INDIAN COFFEE WORKERS' CO-OPERATIVE SOCIETY LTD. JABALPUR. GST will be charged extra as per applicability on supply of consumables & Laundry etc.

11. SECL shall provide fully furnished Dining Hall and Kitchen.

12. SECL shall provide cots, beds, pillows, bed sheets, curtains, towels, and other materials.

13. SECL management shall facilitate the School facilities to the children of the Staff of M/s ICWCS Ltd at DAV School, SECL HQ subject to availability of vacancy in each class.

14. MEDICAL FACILITIES

SECL shall provide only OPD facilities to staff and family members of M/s INDIAN COFFEE WORKERS' CO-OPERATIVE SOCIETY LTD. JABALPUR at SECL Hospital.

15. ACCOMODATION

SECL may provide A/B Type Quarters as per availability on rental charges @ Rs.250 per month per quarter as licence fee plus electricity charges on actual meter reading to M/s INDIAN COFFEE WORKERS' CO-OPERATIVE SOCIETY LTD. JABALPUR

16. RENTAL CHARGES OF BUILDING

SECL shall provide the BILASPUR BHAWAN Building on free of cost basis (Without charging any rent/electricity/water charges etc.).

17. Obligation and Services to be rendered by the M/s ICWCS Ltd, Jabalpur**Part-I**

1. M/s INDIAN COFFEE WORKERS' CO-OPERATIVE SOCIETY LTD. JABALPUR shall deploy manpower as mentioned below in different categories for three shifts.

Sl. No.	Description of Manpower	BILASPUR BHAWAN
1	Manager	1
2	Dy. Manager	2
3	Supervisor	1
4	Sr. Cook	3
5	Cook	2
6	Asstt. Cook	1
7	Sr. Bearer	7
8	Sweeper/Cleaner	2
Total		19

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2. M/s ICWCS Ltd shall ensure implementation of CMPF or EPF whichever is applicable.
3. **Compliance with labour Laws/Regulation:** During the MoU/contract period, M/s ICWCS Ltd shall abide at all times by all existing labour enactments, laws and rules made thereunder, regulations, notifications and bye laws of the State or Central Government or local authorities and any other Labour law, including rules, regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or Central Government or the local authority. The major labour laws that are applicable in the industry are given below:-

SOME MAJOR LABOUR LAWS APPLICABLE

(With amendments thereto, if any, up to date):-

- Employee Compensation Act, 2010
- Payment of Gratuity Act. 1972
- CMPF and Miscellaneous Provisions Act, 1948
- Maternity Benefit Act, 1961
- Contract Labour (Regulation & Abolition) Act, 1970 & Rules-1971
- Minimum Wages Act, 1948
- Payment of Bonus Act, 1965
- Industrial Disputes Act, 1947
- Industrial Employment (Standing Orders) Act, 1946
- Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act, 1997
- Factories Act. 1948
- Shops and Establishment Act, 1953

4. The contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority appointed by appropriate government on account of contravention of any of the provisions of any Act or Rules made there under, regulations or notifications including amendments, if the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications bye laws/acts/rules/regulations of State & Central Government and its amendments, if any, on the part of the contractor, the authorized Person shall have the right to deduct the same from any money due to the Contractor.
5. SECL shall have the right to recover from the M/s ICWCS Ltd. Jabalpur any sum required or estimated to be recovered for making good the loss or damage suffered due to any fault on the part of the contractor.
6. The employees of the M/s ICWCS Ltd. Jabalpur in no case shall be treated as the employees of the Employer at any point of time and SECL shall not be liable for any injury or mishappening cause to the contractor or its employees.
7. M/s ICWCS Ltd. Jabalpur has to abide by all Safety Codes/Laws etc. as applicable to SECL. In case of any violation, the contractor will have to indemnify company's loss arising out of it.
8. 3% in each items of work subject to a maximum of 10% from the management charges shall be levied as penalty for poor performance of the contract and or performance in maintenance of the job, if any, which will be intimated to the contractor in writing . The penalty shall be recovered from monthly bills. In case of non-performance by the Contractor or violation of any contractual obligation, the Company shall terminate the contract by giving 30(thirty) days' notice in writing and shall be free to appoint any other agency to get the job done at the contractors' risk & cost for the remaining period. In such case, all the pending bills of the contractor shall stand forfeited and shall absolutely be at the disposal of the company.

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9. M/s ICWCS Ltd. Jabalpur shall submit the report of occupancy on daily basis to the authorized person.
10. Payment to the M/s ICWCS Ltd. Jabalpur will be made on monthly basis on submission of bill in duplicate (Pre-receipted) to the authorized person. Payment will be made through e-payment.
11. It is incumbent upon the M/s ICWCS Ltd. Jabalpur to avoid litigation and disputes during the course of execution. However, if such disputes take place between the contractor and the company, effort shall be made first to settle the disputes at the company level. In case of parties other than Govt. Agencies., the redressal of the dispute may be sought in the court of Law.
12. M/s ICWCS Ltd. Jabalpur should make request in writing to the authorized Person for settlement of such disputes/claims within 30(thirty) days of arising of the cause of dispute/claim failing which no disputes/claims of the contractor shall be entertained by the company.
13. Jurisdiction :- The Court of Bilaspur in the State of C.G. only will have the jurisdiction to deal with and decide any legal matters what-so-ever arising out of this MoU/Agreement.
14. The Company reserves the right to discontinue/stop the work at any time during the pendency of the contract without assigning any reason what-so-ever after giving 30 days notice in writing.
15. The details of breakfast/meals to be provided under the Contract with rate are to be displayed in the Dining Hall and in all rooms.
16. No extra/additional payment will be made for any service rendered, duly accepted by the management, forming part of the MoU/Agreement document.
17. M/s ICWCS Ltd. Jabalpur shall be responsible for proper behavior of all his staff, workmen & others, and shall exercise proper degree of control over them, and in particular without prejudice to the said generality, the contractor shall be bound to prohibit/prevent any of his employees from trespassing or acting in any way detrimental or prejudicial to the interest of the company/community or the properties or occupiers of land or properties in the neighborhood. In the event of such trespassing, the contractor shall be responsible for all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the Authorized person upon any matter arising under this clause shall be final.
18. Initially the MoU/Agreement will be for 02(Two) years only

Part-II

1. Uniforms of different colour /styles as per company's specification shall be provided by M/s ICWCS Ltd. Jabalpur to their workers for different jobs at his cost. This is to be worn by the Staff/Employee of the M/s ICWCS Ltd. Jabalpur in the Guest House premises while on duty.

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2. M/s ICWCS Ltd. Jabalpur shall provide/supply all consumables and miscellaneous items such as washing powder, Phenyl, Freshener (Bathroom), broom sticks, etc. as per table appended below. Payment of consumables shall be reimbursed on actual basis on submission of bill on monthly basis. The following minimum quantity of consumables is to be supplied by M/s ICWCS Ltd. Jabalpur per month. GST will be charged extra as per applicability.

SL. No.	Description	Nos.
1	Bathing Soap	32
2	Toothpaste	20
3	Toothbrush	32
4	Tongue Cleaner	32
5	Shampoo	32
6	Hair Oil	16
7	Shaving kit	16
8	Comb	16
9	Slipper	32
10	Washing Powder (Kg)	16
11	Phenyl (500ml, bottle)	20
12	Odonil (Packet)	20
13	Phool and Broom stick	20
14	Naphthalene (Kg)	5
15	Dusting Cloths (Nos.)	20

3. M/s ICWCS Ltd. Jabalpur shall arrange for proper washing of the linens, payment of which will be reimbursed (linens to be provided by the dept.) Linens must be changed once a week in respect of long occupancy of guests/ Company employees. Fresh Linens are to be provided for new guest. New bathing soap is to be provided for new guest (Linen means Bed sheets, Pillow covers and towel). All curtains should be washed / cleaned & pressed once in a month. The first washing should be done within a fortnight from the date of commencement of work. The tapestry & upholstery should have to be changed as & when required but at least once in a month to maintain a presentable form at all time. The minimum quantity of linens to be washed per month will be as follows.

SL. No.	Description	Nos.
1	Bed Sheets (Double)	64
2	Pillow Covers	128
3	Towel (Big)	50
4	Towel (Small)	50
5	Sofa Cover	30
6	Centre Table cover	18
7	Curtain	445
8	Blankets (Dry Cleaning)	20

4. M/s ICWCS Ltd. Jabalpur shall have to keep all material/company property including building, furniture, Linen, Crockery/cutlery, Cooking utensils, TV, fridge, geyser, fittings etc. in their safe custody and secured position as per inventory to the signed at the time of commencement of work. The inventory will be checked at the time of completion of Contract before giving "No Dues" certificate. Missing items will have to be replaced by the M/s ICWCS Ltd. Jabalpur

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at his own cost. One landline telephone will be provided by SECL. M/s ICWCS Ltd. Jabalpur will have to attend the calls.

5. The window panes, door shutters and frames, door knobs and all other metal surfaces, all furniture's, curtains, pelmets etc., shall be immaculately maintained in stainless condition by proper methods and materials. Bi-annual wax polishing of polished surfaces shall be included in the services. All door closers, hinges latches, mortise locks, handles, shall be maintained in proper operating condition.
6. The employees of the M/s ICWCS Ltd. Jabalpur shall not use any vacant room, dining hall, reception/sitting area for watching TV, resting, or gossiping. Any deviation will be recorded & viewed seriously.
7. M/s ICWCS Ltd. Jabalpur will be expected to do common minor repairs to utility items where services of a skilled/specialized person are not required.
8. M/s ICWCS Ltd. Jabalpur should always keep the inside premises of the Guest House of SECL in neat & clean condition and free from flies, Cockroaches, rodents and white ants.
9. M/s ICWCS Ltd. Jabalpur shall ensure that all wastes/rejects/leftovers and garbage's generated in the Kitchen and any other areas of the guest house are always put into covered dust bins and then packed in large PVC bags every day. There are bags properly tied up must be taken out of the guest house on daily basis and put into garbage bins available outside the guest house.
10. It will be the responsibility of the M/S ICWCS Ltd. Jabalpur that during a party (being held in the guest house with the permission of the Management of SECL), all disposables like used cups, plates and leftovers are put into dust bins/garbage bins either by guiding the guests to do so or getting the same done by his staff.
11. M/S ICWCS Ltd. Jabalpur shall adopt all environmental measures and strictly abide by all rules and regulations of local Pollution Control Board, during execution of work.
12. M/S ICWCS Ltd. Jabalpur shall accommodate in the Guest House only those persons who are so permissible by the authorized person. No unauthorized person should be allowed to stay or have food in the guest house. Five percent from Management charges will be deducted for such action if found so during surprise check. Repetition of such act will lead to termination of contract with banning for a period of minimum three years.
13. No beverages/liquor shall be served by the M/S ICWCS Ltd. Jabalpur in the Guest House.
14. M/S ICWCS Ltd. Jabalpur shall maintain proper accounts and register to show the occupancy (Guest register) & charges collected from the occupants. These should be remitted on a weekly basis to the Cashier, SECL. The charges should be collected on the basis of rates fixed by the management from time to time & circulated. Receipt to be given to the guest/occupant against charges collected for stay retaining the duplicate copy for audit.

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15. Necessary records/Registers will be maintained (as provided in the Act as applicable to the employer) of the workers and made open to the management for verification at any time. This will be the sole responsibility of M/s ICWCS Ltd. Jabalpur.
16. One room in Guest House will be provided to the M/s ICWCS Ltd. Jabalpur for effective performance/working including storage of Linen, consumables etc.
17. M/S ICWCS Ltd. Jabalpur will be responsible to serve break-fast & meal to the occupants of the Rooms.
18. The approved rate is per plate which includes cooking & serving. Good quality edible oil/mustard oil to be used. Spices should be of standard make. Seasonal fruits/Vegetables are to be served. Drinking water is to be served from Water Purifier provided by the SECL Management.
- ▶ The servings are to be provided to guests/occupants of Guest house.
 - ▶ Accommodation for M/S ICWCS Ltd. Jabalpur kitchen staff will be provided by SECL. Food has to be prepared fresh & served hot. No Leftovers to be served.
 - ▶ Vegetables (gravy or fried) should not be repeated i.e. vegetables served in lunch are not to be repeated in dinner.
 - ▶ After meal, hand washing/drying amenities facilities like Soap cakes/towel to be provided to guests/occupants. Proper hygiene should be maintained in dining room & kitchen and if unhygienic conditions are found action shall be taken against the M/S ICWCS Ltd. Jabalpur.
 - ▶ Menu/rate card is to be kept in every room of the guest house. Due care is to be ensured to serve any item of the Menu to the guests as ordered.
 - ▶ Cooking is to be done by LPG (Commercial connection) which is to be provided by Contractor.

The tentative Dining Time will be as follows:

- ❖ Morning Tea - 06:00 AM to 07:00 AM (Room Service at Guest House)
- ❖ Break-fast- 07:00 to 09:00 AM
- ❖ Lunch - 01:00 to 03:00 PM
- ❖ Evening Tea- 17:00 to 18:00 PM
- ❖ Dinner- 19:00 to 21:00 PM

19. All rooms/toilets, passages, staircase, entrance lobby & sitting halls should be swept & mopped every day with phenyl. Kitchen should be washed every day after lunch time. Common basins should be cleaned with washing powder after every meal including breakfast. Dining hall should be swept & mopped with phenyl after every meal.
20. A muster roll is to be maintained for all workmen deployed by the M/S ICWCS Ltd. Jabalpur. This is to be produced during inspection by the management.
21. Food bill payment register (for every room/occupant) should be maintained by the M/S ICWCS Ltd. Jabalpur which will have to be produced to the guest/occupants for verification & payment.

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22. One acknowledgement/complaint register will have to be maintained by the M/s ICWCS Ltd. Jabalpur. It will be the contractor's responsibility to get it signed by the guest /occupants at the time of departure. This register has to be produced before the management every month (prerequisite for payment of bills). Comments/Feedback of guests/occupants will have to be taken in format provided by Administration department.
23. No order for organizing any function/party in the Guest House will be taken by the M/s ICWCS Ltd. Jabalpur unless authorized by the management.
24. The following registers will have to be produced before the authorized person of SECL along with pre-receipted bills for checking without which bills will not be passed.
- ❖ Guest/occupancy register
 - ❖ Food bill payment registers
 - ❖ Acknowledgement/complaint register
 - ❖ Muster roll of workers
 - ❖ Account Register (room charge)
 - ❖ CMPF/EPF deduction statement indicating CMPF/EPF deducted from workmen's' salary and employers' contribution and depositing the same in respective workmen's' CMPF/EPF account.
25. One board should be placed in the sitting lounge indicating occupancy/ name-designation- Company of the occupant.
26. Labour license under the Contract labour (Abolition & Regulations) Act 1970, if required as per requirement of manpower to be certified by the Company, will have to be furnished by the M/s ICWCS Ltd. Jabalpur.
27. Food License-Valid Food License issued by appropriate authority will have to be submitted by M/s ICWCS Ltd. Jabalpur.
28. M/s ICWCS Ltd, Jabalpur shall not, except with the consent of SECL obtained in writing, make subcontract of any description for the catering or part thereof under the contract or otherwise part with this contract or any part thereof or any interest therein.
29. M/s ICWCS shall before or at the time of commencement of the work shall furnish to the General Manager (P&A), SECL a list of persons employed by him in the contracted premise together with their temporary and permanent address and shall promptly intimate to the General Manager (P&A) in case of any change in the said list.
30. Food, Restaurant, drink etc. to be supplied or sold by the M/S ICWCS Ltd, Jabalpur shall be sound, wholesome, and good quality to the satisfaction of the SECL or any person nominated for the purpose and he may inspect any provisions, food stuff brought, served or sold by the caterer. If on examination it is found that any article of menu, provision or foodstuff was or is defective or that

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higher rates than those prescribed in the contract are charged by the caterer in such event the caterer shall be liable to pay a sum of Rs.1000/- as damage each time such default is proved to the satisfaction of the officer concerned nominated for the said purpose.

31. SECL does not undertake any responsibility in the matter of realization of restaurant charges from any of the person/customers.
32. SECL shall not be liable for any loss, damage or claims which may happen or arises to any goods or which may otherwise be arisen or incurred in or about the matters or service under the contract affecting any goods, property or any person. Besides this the contractor shall indemnify SECL for all claims or injury caused to any person, whether its employee or not, while in or upon the contracted premises and SECL shall not be bound to defend any such claim(s) brought under any of the Central/State Laws or regulation.
33. In addition to the above-mentioned provisions SECL shall be entitled to terminate the MoU/Agreement by forfeiting the security deposits and also in the event of breach of any clause mentioned in the MOU/Agreement and also debar the contractor from participating or undertaking any contract in SECL for a minimum period of 03 years.
34. Upon breach of any conditions of this agreement by the contractor, SECL shall be entitled to determine this agreement without notice and thereafter the contractor will be deemed to be trespasser and in addition shall be liable to pay to SECL penal rent of Rs. 1000/- day.

19. Meaning of words:

- (a) Company shall mean "South Eastern Coalfields Limited" (SECL)
 (b) Authorized person shall mean person authorized by the company who will be officer-in-charge of the work.

20. Integrity Pact (For Tendered value above 2.00 crore only)

M/s INDIAN COFFEE WORKERS' CO-OPERATIVE SOCIETY LTD., JABALPUR is required to sign the integrity pact with SECL as per given format (**Annexure-II**). Name etc. of the Independent External Monitors (IEMs) appointed to monitor the tenders and for implementation of the Integrity Pact given below:

Sl.No.	Name	Address	e-mail ID
1.	Shri Sanjeev Behari, IRS (Retd.)	A-81, Sector 50, Noida, Gautam Budha Nagar-201301 (UP)	salonibehari@yahoo.co.in
2.	Shri Vinayaka Rao Turaga, IOFS (Retd.)	Turaga House, Anne Baburao Colony, Penamaluru, Vijayawada, (AP)-521139	tvrao56@gmail.com

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FORMAL MoU/CONTRACT AGREEMENT

You shall enter into a formal MoU/Agreement with SECL management on a non-judicial stamp paper of Rs.500/- within a period of 30 days from the date of issue of work order. The date of execution of formal agreement in no case will alter the date of start or completion of the contract.

22. TERMS OF PAYMENT

No advance payment will be paid by SECL during the MoU/contract period. The bills in respect of services i.e. salary and other expenses and reimbursement regarding monthly expenditure as per the order, shall be submitted by M/s INDIAN COFFEE WORKERS' CO-OPERATIVE LTD., JABALPUR and payment shall be released as per certification of authorized representative of SECL. Payment will be made within 21 days from date of submission of bill in full shape for work done to the satisfaction of authorized representative of SECL. The bill shall accompany all required vouchers, documents, certificates, etc. required to admit the bill as per the procedures in vogue in SECL.

Payment for the work done will be made through RTGS on any scheduled bank at Bilaspur only.

23. PAYING AUTHORITY: Paying Authority for this work will be the General Manager(F), SECL HQ. Bilaspur.

24. ENGINEER-IN-CHARGE: Engineer-in-Charge for this work will be Chief Manager(P&A), SECL HQ. Bilaspur or any other Officer nominated by the GM(P&A)

The receipt of this letter may be acknowledged duly signed on each page by your authorized signatory in token of your acceptance on the above terms and conditions within seven days of issue of this Work Order.

N/S
06/06/2023
General Manager (P&A)
SECL, Bilaspur
महाप्रबंधक (का./प्रशा)
एस. ई. सी. एल. बिलासपुर

Copy to:-

01. The TS to CMD/DT(O) /DT(P&P) /D(F) /D(P), SECL Hq Bilaspur.
02. The Company Secretary, SECL – This has reference to the decision of CoFDs, vide reference No. SECL/BSP/CAD/174th CoFD Ext/23-24/141 dtd 15.05.23
03. The General Manager (Vigilance), SECL Hq Bilaspur.
04. The General Manager (Finance), SECL Hq Bilaspur. – This has reference to FC No. FC/SECL HQ/R/23-24/80, Dt. 17-05-2023 for Rs. 27717459.46
05. The General Manager (Civil), SECL Hq Bilaspur
06. Chief Manager (P&A) , SECL Hq Bilaspur.
07. Chief manager (Civil/TA), SECL Hq Bilaspur.
08. Chief of Security, SECL Hq Bilaspur.
09. Manager (P&A) , SECL Hq Bilaspur.
10. Dy. CLC (C) , D-6, sector 1, Adarsh Society, Avanti Vihar Raipur (C.G.)-492006.
11. RLC (C) , Torwa Main Road, Bilaspur, (C.G.)- 495004.
12. LEO, Torwa Main Road, Bilaspur, (C.G.)-495004

Menu (Rate List)

Annexure-I

Sl. No.	Items	Quantity	Rate
1	Tea	100 ml	9.00
2	Dip Tea	100 ml	12.00
3	Nes Caf�	100 ml	20.00
4	Lessy	200 ml	32.00
5	Lemon Water	200 ml	11.00
6	Masala Dosa	1 No.	40.00
7	Sada dosa	1 No.	32.00
8	Uthappam	1 No.	40.00
9	Idly Sambar	2 Pieces	33.00
10	Vada Sambar	2 Pieces	33.00
11	Dahi Vada	2 Pieces	50.00
12	Veg. Cutlet	2 Pieces	40.00
13	Bread with Jam	2 Slices	27.00
14	Bread with Butter	2 Slices	21.00
15	Toast with Butter	2 Slices	28.00
16	Vegetable Sandwich	2 Slices	33.00
17	Boiled Eggs	2 Eggs	20.00
18	Omelet	2 Eggs	27.00
19	Egg Fried	2 Eggs	27.00
20	Finger Chips	12 Pcs	27.00
	Breakfast		
21	2 Aloo paratha with raita		40.00
22	Roti	1 Pc.	6.00
23	Seasonal Vegetable	1 Bowl	35.00
24	Puri (4 Nos with dry subji and pickle OR 2 Nos Paratha with Subji).		40.00
25	Veg. Pakoda	6 Pieces	26.00
26	Paneer Pakkoda	6 Pieces	60.00
27	Ordinary Veg. Thali (Limited). 4 Roti, Rice, 1 dry Veg., 1 Veg. curry, 1 Spl. Veg. Curry, 1 dal fried, Curd, Salad, Pickle and papad.		100.00
28	Special Veg. Lunch/ Dinner (Buffet) Soup (any one variety) Rice / Pulao (any one variety) Chapati / Poori (any one variety) Paneer Subji (any one variety) Dry Veg./ Stuffed Veg. (any one variety) Spl. Veg. Curry Dal fried Curd/ Raita (any one variety) Salad, Pickle and papad. Sweet (1 No.)		280.00

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29	Special Non Veg. Lunch/Dinner (Buffet) Soup (any one variety) Mutton/ Chicken/ Fish (any one variety) Rice / Pulao (any one variety) Chapati / Poori (any one variety) Paneer Subji (any one variety) Dry Veg./ Stuffed Veg. (any one variety) 2 Nos Spl. Veg. Curry Dal fried Curd/ Raita (any one variety) Salad,Pickle and papad. Sweet OR Ice cream (any one variety)		425.00
30	Paratha Plain	1 No.	17.00
Rice / Pulao/ Biryani			
31	Plain Rice	1 Plate	40.00
32	Plain Rice	Half plate	23.00
33	Rice fried	1 Plate	65.00
34	Veg. Biryani/ Pulao	1 Plate	100.00
35	Curd Rice	1 Plate	75.00
Biryani Non Vegetable			
36	Chicken Biryani	3 Pieces	160.00
37	Mutton Biryani	3 Pieces	175.00
38	Egg Biryani	2 Eggs	95.00
Lunch/ Dinner (Veg.).			
39	Dal Fried	1 Plate	65.00
40	Plain curd	1 Plate	32.00
41	Sugar curd	1 Plate	40.00
42	Salad	1 Plate	30.00
43	Papad	1 No.	14.00
44	Aloo Mutter	1 Plate	40.00
45	Raita	1 Plate	35.00
46	Mix. Vegetable	1 Plate	60.00
47	Chana Masala	1 Plate	65.00
48	Veg. Manchurian	8 Pcs	100.00
49	Aloo Gobhi	1 Plate	50.00
Fried Rice			
50	Chicken Fried Rice	1 Plate	200.00
51	Mutton Fried rice	1 Plate	270.00
52	Egg Fried Rice	1 Plate	110.00
53	Veg. Fried Rice	1 Plate	130.00
Vegetable Special			
54	Palak Paneer	1 Plate	125.00
55	Mutter Pancar	1 Plate	125.00
56	Vegetable Kofta	1 Plate	65.00
57	Malai kofta	1 Plate	95.00

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58	Paneer Butter Masala	1 Plate	165.00
59	Veg. Korma	1 Plate	80.00
60	Paneer Chilli	8 Pieces	165.00
61	Kadai Paneer	1 Plate	165.00
Soup (Vegetable)			
62	Vegetable Soup	1 Bowl	40.00
63	Tomatto Soup	1 Bowl	40.00
64	Mix Veg. Soup	1 Bowl	40.00
65	Sweetcorn Soup	1 Bowl	40.00
66	Veg. Noodle Soup	1 Bowl	40.00
Soup (Non Vegetable)			
67	Chicken Soup	1 Bowl	55.00
68	Chicken Sweetcorn Soup	1 Bowl	55.00
Noodles			
69	Veg. Noodles	1 Plate	70.00
70	Chicken Noodles	1 Plate	170.00
71	Egg Noodles	1 Plate	100.00
Non Vegetable Special			
72	Mutton Curry	125 gms	270.00
73	Mutton Curry	70 gms	135.00
74	Mutton Masala	3 Pieces	210.00
75	Chicken Curry (Full)	3 Pieces	180.00
76	Chicken Curry (Half)	2 Pieces	130.00
77	Egg curry	2 Eggs	45.00
78	Egg Bhurjia	2 Eggs	35.00
79	Egg Masala	2 Eggs	55.00
Chicken Special			
80	Chicken Dahiwala	3 Pieces	180.00
81	Chicken Dopyja	3 Pieces	180.00
82	Chicken Mugalai	3 Pieces	180.00
83	Chicken Kurma	3 Pieces	180.00
84	Chicken Masala	3 Pieces	180.00
85	Garlic Chicken (Bone)	10 Pieces	180.00
86	Garlic Chicken (Bone less)	10 Pieces	230.00
87	Ginger Chicken (Bone)	10 Pieces	180.00
88	Ginger Chicken (Bone less)	10 Pieces	230.00
89	Fried chilli chicken (Bone)	10 Pieces	230.00
90	Fried chilli chicken (Bone less)	10 Pieces	300.00
91	Chicken - 65 (Bone)	10 Pieces	230.00
92	Chicken - 65 (Bone less)	10 Pieces	300.00
93	Chicken Butter Masala (Bone)	3 Pieces	230.00
94	Chicken Butter Masala (Bone less)	3 Pieces	300.00
95	Chicken Cutlet	1 Pc.	115.00
96	Cold drinks, Mineral Water, Ice Cream, Sweets, Biscuits, Waffers/ Namkeen etc.		MRP

GST SHALL BE EXTRA.

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PRE-CONTRACT INTEGRITY PACT

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on **day of bid submission**, between, on one hand, **South Eastern Coalfields Limited, Bilaspur** (hereinafter called the "BUYER / PRINCIPAL"), which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and **undersigned who is authorized to sign the bid** (hereinafter called the "BIDDER/Seller/ Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to hire **M/s Indian Coffee Workers' Co-operative Society Ltd., Jabalpur** (running and maintenance of Bilaspur Bhawan (VIP Guest House) and the BIDDER/Seller is willing to offer/has offered the Services.

WHEREAS the BIDDER is a private company /public company/Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Central Public Sector Unit.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-


Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and


Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows :

Section 1 - Commitments of the Principal

1. The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No Employee of the Principal, personally or through family members, will in connection with the tender for or the execution of contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during


महाप्रबंधक (का./प्रशा)
एस. ई. सी. एल. बिलासपुर


Sr. General Manager
INDIAN COFFEE WORKERS CO-OPERATIVE
SOCIETY LTD., H.O., JABALPUR (M.P.)

- the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC / PC Act, or if there be a substantive suspicion in this regard, the Principal will inform Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of Bidder(s) / Contractor(s)

1. The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/Contractor(s) will not with other bidders info any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC / PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines of Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further as mentioned in the Guidelines all the payments made to the Indian agent / representative have to be in Indian Rupees only. The guidelines and terms and conditions for Indian Agents of Foreign supplier shall be as per the provisions at **Annexure 1** of this document.
- e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

2. The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts.

If the Bidder, before contract award, has committed a transgression through violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed for such reason.


1. If the Bidder/Contractor/Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor / Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case. In particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months to maximum of 3 years.
2. A transgression is considered to have occurred if the Principal, after due consideration of available fact and evidences within his / her knowledge concludes that there is reasonable ground to suspect violation of any commitment listed under Section 2 i.e. " Commitments of Bidder(s) / Contractor(s)
3. The bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
4. If the bidder / contractor / supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section 4 - Compensation for Damages:


1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
2. If the Principal has terminated the contract according to Section 3 or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the contract liquidated damages of the contract value or the amount equivalent to performance Bank Guarantee.

Section 5 - Previous Transgression

1. The bidder declares that no previous transgression occurred in the last three years with any other company in any country conforming to the anti corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in " Guidelines on Banning of business dealings".


Sr. General Manager

INDIAN COFFEE WORKERS CO-OPERATIVE
SOCIETY LTD., H.O., JABALPUR (M.P.)


महासचिवक (का./प्रशा)
एस. ई. सी. एल. बिलासपुर

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors


1. In case of Sub-Contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity pact by the Sub-Contractor.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors
3. The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.


Section 7 – Criminal Charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub Contractor or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement
2. The Monitor is not subject to instructions by the representatives of the parties and performs his / her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He / She reports to the Chairman, Coal India / CMD, Subsidiary Companies.
3. The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his / her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-Contractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-Contractor(s) with confidentiality. The Monitor has also signed declarations on "Non-Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of Interest arising at a later date, the IEM shall inform Chairman, Coal India Ltd / CMD Subsidiary Companies and recuse himself/ herself from that case.
5. The Principal will provide the Monitor sufficient information above all meeting among parties related to the Project provided such meeting could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices or believes to notice a violation of this agreement he / she will so inform the management of the Principal and request the Management to discontinue or take corrective action or to take other relevant actions. The monitor can in this regard submit non binding recommendations. Beyond this, the monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Chairman, Coal India


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Sr. General Manager
INDIAN COFFEE WORKERS CO-OPERATIVE
SOCIETY LTD., H.O., JABALPUR (M.P.)

Limited / CMD Subsidiary Companies within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.

8. If the Monitor has reported to the Chairman, Coal India Limited / CMD, Subsidiary Companies a substantiated suspicion of an offence under relevant IPC / PC Act and the Chairman, Coal India Limited / CMD, Subsidiary Companies has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman Coal India Limited / CMD, **South Eastern Coalfields Limited.**

Section 10 – Other Provisions

1. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
2. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
3. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
4. Issues like Warranty / Guarantee etc shall be outside the purview of IEMs
5. In the event of any contradiction between the Integrity pact and its Annexure, the clause in the Integrity Pact will prevail.

Section 11 - Facilitation of Investigation


In case of any allegation of violation of any provisions of this pact or payment of commission, the Buyer or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examinations.


Section 12 – Law and Place of Jurisdiction

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer.

Section 13 – Other Legal Actions

The actions stipulated in this Integrity pact are without prejudice to any other legal actions that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

For & on behalf of the Bidder

Sr. General Manager
Contractor (Office Seal)
MINERS CO-OPERATIVE WORKERS CO-OPERATIVE
SOCIETY LTD., H.O., JABALPUR (M.P.)


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Annexure-III

Overhead expenses (58.66%)

(i)	Provident Fund	12%	77827.43
(ii)	Bonus/Incentive	17%	110255.52
(iii)	Gratuity	4%	25942.48
(iv)	LTC & TA/DA	4%	25942.48
(v)	Group Insurance	1%	6485.62
(vi)	Uniform to Employees	4%	25942.48
(vii)	Contingencies etc.	1.88%	12192.96
(viii)	Establishment expenses	14%	90798.66
(ix)	Stationary	1%	6485.62
Total		58.66%	380446.40

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