



## IREL (India) Limited

(भारत सरकार का उपक्रम / A Govt. of India Undertaking)  
 ऑसकॉम, माटिखालो (डाक) /OSCOM, Matikhalo (PO) 761045  
 छत्रपुर, गंजाम, ओडिशा / Chatrapur, Ganjam, Odisha  
 फोन/ Phone : 06811-257890 - 257895, फैक्स/ Fax : 06811 – 257988  
 ई-मेल/ e-mail : [purchase-os@irel.co.in](mailto:purchase-os@irel.co.in) वेब साइट/ Website : <http://irel.co.in>  
**An ISO 9001, ISO 14001, OSHAS 18001 Certified Unit**

### Schedule of Tender

Tender No.	OSCOM/SOP/20/O/00952 dated 20/07/2020
Item/ Job Description	Engagement of Guest House management at IREL ,OSCOM
E tender Ref	IREL/GANJAM/20-21/ET/146
Tendering Mode E-Procurement System of MSTC Ltd <a href="http://www.mstcecommerce.com/eprochome/irel">http://www.mstcecommerce.com/eprochome/irel</a>	Public Tender invited in two parts
Date of Starting of e-Tender	17-09-2020 08.30 AM
Date of starting of Online Pre-Bid Meeting	NA
Date of closing of Online Pre-Bid Meeting	NA
Estimated Value of Tender	Rs.48,81,412
Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	30-09-2020 14:00 Hrs
Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	30-09-2020 14:30 Hrs
Date & time of opening of Part-II (i.e. Price Bid)	Shall be informed through MSTC E-Procurement system
Transaction Fee (Refundable & payable to MSTC). Bidders may pl. note that transaction fee is to be paid by them but the same shall be reimbursed back to them after finalization of tender	₹ 2880/- (Inclusive of GST) Refer Annexure I
Earnest Money Deposit (EMD): Refundable & Payable to IREL (India) Limited	₹ 48,814/- Refer Annexure I
Validity of Tender	120 days from date of opening of Techno Commercial bid.
Delivery/Completion Period	12 months from date of acceptance of Order
<b>List of Annexure</b> Annexure – I Annexure – II Annexure – III Annexure – IV Annexure – V Annexure – VI Annexure – VII Annexure – VIII	General Instruction to Bidders Pre Qualification Criteria General Conditions of Contract Special Conditions of Contract Technical Specification Techno Commercial Response Price Bid Formats

**GENERAL INSTRUCTION TO BIDDERS W.R.T PARTICIPATION IN E-TENDERING EVENT**

We **OSCOM unit of IREL (India) Limited** shall be utilizing the e-procurement service of **MSTC Limited**, A Government of India Company having its registered office at 225-C, AJC Bose Road, Kolkata- 700 020 for enabling us to procure goods, services and works. We shall be utilizing their portal for e-tendering which means sending requests for information and prices to suppliers and receiving the responses of suppliers using Internet Technology.

IREL (India) Limited invites online tenders from the prospective bidders of repute to participate in our tender the mode of which happens to e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through <http://www.mstcecommerce.com/eprochome/irel> of MSTC Ltd.).

**Part I (Techno-Commercial bid)** will be opened electronically on specified date and time as given in page no.1. Bidder(s) can witness electronic opening of bid.


**Part II (Price bid)** will be opened electronically of only those bidder(s) whose Part I (Techno-Commercial Bid) is found to be Techno-Commercially acceptable by IREL (India) Limited, OSCOM.

**Bidders are requested to read the terms & conditions of this tender before submitting their bids.**

**1.0 Process of E-tender:**

A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT [www.mstcecommerce.com/eprochome/irel](http://www.mstcecommerce.com/eprochome/irel)

- 1). Vendors are required to register themselves online with [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-Procurement →PSU/Govt depts. → Select  Logo->Register as Vendor -- Filling up details and creating own user id and password→ Submit.
- 2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

In case of any clarification, please contact ...../MSTC, (before the scheduled time of the e- tender).

**Contact person of Tendering Authority**  
**( IREL (India) Limited, OSCOM Unit)**

<b><u>N A M E</u></b>	<b><u>email-id</u></b>	<b><u>Landline No.</u></b>	<b><u>Mobile No.</u></b>
Shri K V Ramakrishna, DGM(Purchase)	<a href="mailto:purchase-os@irel.co.in">purchase-os@irel.co.in</a>	06811-257890 - 95 Extn 150	+91 8763345230
Shri Aron Smith R, Sr.Manager (Purchase)	<a href="mailto:aronsmith@irel.co.in">aronsmith@irel.co.in</a>	06811-257890 - 95 Extn 150	+91 8300101975

### **Contact details of MSTC Bhubaneswar Officials:**

Mr. Keshav Arora, Management Trainee

MSTC Ltd.

8th FLOOR, IDCO TOWER,

JANAPATH ROAD, UNIT-9,

BHUBANESWAR-751022, ODISHA

TEL-(0674)- 2544199/2950091

Email: [karora@mstcindia.co.in](mailto:karora@mstcindia.co.in)

Mob No.9830430434

### **2.0 System Requirement:**

- i) Windows 7 or above Operating System
- ii) IE-7 and above Internet browser.
- iii) Signing type digital signature
- iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.

To disable "Protected Mode" for DSC to appear in The signer box following settings may be applied.

- Tools => Internet Options => Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode".
- Other Settings:

Tools => Internet Options => General => Click On Settings under "browsing history/ Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage".

To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level (Please run IE settings from the page [www.mstcecommerce.com](http://www.mstcecommerce.com) once)

The Techno-commercial Bid and the Price Bid shall have to be submitted online at [www.mstcecommerce.com/eprochome/irel](http://www.mstcecommerce.com/eprochome/irel) Tenders will be opened electronically on specified date and time as given in the Tender.

All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.


### **3.0 Special Note towards Transaction fee:**

#### **i. Transaction fees :**

- MSTC shall collect non-refundable transaction fees @ 0.05% of the estimated value of Supply/ Works/ Services per event** from all the participating vendors subject to **minimum of Rs 1000/- and maximum of Rs 15,000/- per event per vendor**. Service Tax is to be paid extra as applicable on the transaction fees by the vendors.
- ii. An event shall be construed as an e-tender irrespective of the nos. of items / jobs being procured through the same.
- iii. The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.
- iv. The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.
- v. **Transaction fee will be refunded to the bidders by IREL (India) Limited within 90 days of opening of bids.**
- vi. A vendor will not have the access to online e-tender without making the payment towards transaction fee.

- vii. Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.
- Viii Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
- ix E-tender cannot be accessed after the due date and time mentioned in NIT.

#### 4.0 **Bidding in e-tender :**

- a) Vendor(s) need to submit necessary EMD, Tender fees and Transaction fees (If ANY) to be eligible to bid online in the e-tender. No interest will be paid on EMD and transaction fee. EMD & transaction fee of the unsuccessful vendor(s) will be refunded by the tender inviting authority.
- b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.
- c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website [www.msstcecommerce.com](http://www.msstcecommerce.com) → e-procurement →PSU /Govt. Depts.→ Login under  →My menu→ Auction Floor Manager→ live event →Selection of the live event
- d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms / Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to save/submit his Technical bid.
- e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid
- f) Vendors are instructed to use *Attach Doc button* to upload documents. Multiple documents can be uploaded.
- g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.
- k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions of the tender.
- n) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- o) No deviation to the technical and commercial terms & conditions are allowed.
- p) The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.

Vendors are requested to read the vendor guide and see the video in the page [www.mstcecommerce.com/eprochome](http://www.mstcecommerce.com/eprochome) to familiarize them with the system before bidding.

5.0 Bidders may please note that payment of **Earnest money deposit (EMD)** is to be made to IREL (India) Limited **separately** through RTGS / NEFT as per details given below:

**Account Name** : IREL (India) Limited  
**Name of the Bank** : State Bank of India  
**Branch** : Matikhalo Branch, IRE Ltd Campus  
**Account No.** : 10546942016  
**IFSC** : SBIN0006086  
**MICR Code** : 761002521

The bidders are requested to communicate the UTR No. and E-tender No and Name of the remitter by Fax or Email to IREL (India) Limited in Email ID : [purchase-os@irel.co.in](mailto:purchase-os@irel.co.in)

6.0 **Additional information for bidders:**

(i) E-tender cannot be accessed after the due date and time mentioned in Page No.1. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity. All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by IREL (India) Limited as well as by MSTC. Hence, the bidders are required to ensure that their corporate email I.D provided is valid and updated at the stage of registration of vendor with MSTC. Bidders are also requested to ensure validity of their DSC's during the entire e-tender process; the bidders will remain completely anonymous to one another and also to everybody else.

(ii) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. The bid will be evaluated based on the filled-in technical & commercial formats. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.

(iii) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.

(iv) Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein. No deviation to the technical and commercial terms & conditions are allowed. The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website [www.mstcecommerce.com/eprochome/irel](http://www.mstcecommerce.com/eprochome/irel) of MSTC Ltd.

(v) The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.

(vi) **AMENDMENTS/ ISSUE OF CORRIGENDUM(s)**

At any time, prior to the last date for submission of tenders, IREL (India) Limited reserves the right to amend and modify the tender document. The amendment so carried out shall form part of the main tender and shall be binding upon the Tenderers. IREL (India) Limited may at their discretion, extend the last date for submission of the Bid, to enable the Bidders to have reasonable time to submit their Bid after taking into consideration such amendments. **The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.** No separate intimation in respect of corrigendum will be sent to tenderer (s) who have downloaded the documents from web site. The website [www.mstcecommerce.com/eprochome/irel](http://www.mstcecommerce.com/eprochome/irel) of MSTC Ltd. may please be referred to.

(vii) **Bidders to note the following :**

The bidders shall quote from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves. Bidding in the last minutes and seconds should be avoided in the bidders own interest. Neither the Service Provider nor IREL (India) Limited will be responsible for any lapses /failure on the part of the vendor, in such cases.

If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, IREL (India) Limited at its own discretion shall debar the bidder from the e-Tender and future participation also.

IREL (India) Limited shall not have any liability to bidders for any interruption or delay in access to the MSTC portal irrespective of the cause. In such cases, the decision of IREL (India) Limited shall be binding on the bidders.

**In case of any clarification w.r.t registration / usage of portal for e-tendering, vendor's manual for guidance can be downloaded from the following link:**

**<http://www.mstcecommerce.com/eprochome/UserManualVendor.pdf>**

or

**MSTC/ IREL (India) Limited officials may please be contacted:**

**7.0 Earnest Money Deposit:**

- 7.1 Earnest Money Deposit (EMD) is a deposit received from the tenderers in token of their earnestness in submitting their offer to undertake the supplies/ works/ services/ consultancy contracts and conclude a contract if entrusted to them on the basis of their tender.
- 7.2 For the present tender the amount of EMD to be submitted is mentioned in the schedule of tender. No interest shall be paid on EMD.
- 7.3 Offers received without EMD shall be summarily rejected except for the bidders for whom provision for exemption is provided in the tender.
- 7.4 EMD is to be submitted as per 1 (vii) above. EMD can also be remitted by way of Demand Draft/ Bankers cheque drawn in favour of IREL (India) Limited payable on SBI, IRE Ltd Campus Branch, Matikhalo (Branch code 6086)/ Indian Bank, Konamana Branch, OSCOM Complex , Matikhalo-761045, Dist-Ganjam (Branch code 1830).
- 7.5 EMD can also be submitted in the form of an irrevocable and confirmed Bank Guarantee valid for **120 days** from the date of opening of the bid. The Bank Guarantee shall be from State Bank of India including its subsidiaries or any Nationalized Bank or a Scheduled Bank authorized by Reserve Bank of India to issue such Bank Guarantee on a non-judicial stamp paper of value of Rs.200/- (Rupees Two Hundred Only). The stamp paper shall be purchased in the name of the Bank. In case of Foreign Bidder, the same shall be from reputed commercial bank of the bidder's country acceptable to IREL (India) Limited / Reserve Bank of India which has to be confirmed by State Bank of India including its subsidiaries or any Nationalized Bank in India. BG issued from Co-operative banks shall not be accepted. The BG is to be submitted strictly as per Format-I of Annexure enclosed with this tender document. The Bank Guarantee for EMD shall also have provision for extension by the banker upon

request by the bidder. The bidder shall arrange for extension of validity upon request from IREL (India) Limited. Further, the genuineness of the BG's shall be checked from the issuing bank by us.

#### **7.6 Exemption from payment of EMD:**

Public Sector Undertakings, State Government Undertakings are exempted from payment of EMD subject to approval of our Competent Authority. MSME/Small Scale Industries (SSI) with current valid registration with State or Central Govt. are also exempted from payment of EMD (after ensuring that the registration in case of SSI) pertains to the class of items/ stores/ works for which the tender is floated) subject to approval of our Competent Authority.

In case bidder seeks exemption from payment of the EMD as per tender provision, necessary valid documents shall be uploaded, failing which IREL (India) Limited reserves the right to reject the tender.

#### **7.7 The earnest money shall be dealt with as follows:**

- 1) In case of unsuccessful tenderer it shall be returned without any interest within 30 days after finalization of order or such extended time as mutually agreed upon, on production of original Money Receipt, if any, issued by IREL (India) Limited.
- 2) In case of successful bidder (successful tenderer), it shall be adjusted without interest as Security Deposit if EMD is deposited by way of demand draft. If EMD is submitted by way of bank guarantee the same cannot be as such converted to BG for Security Deposit. It shall be returned on submission of fresh BG towards security deposit.

#### **7.8 EMD is liable to be forfeited if:**

- i) The tenderer indulges himself in any undesirable practice or malpractice.
- ii. The tenderer during the tender validity period resiled from his offer or modifies the terms and conditions thereof in a manner not acceptable to M/s. IREL (India) Limited.
- iii. The tenderer does not convey his written acceptance within a maximum period of 15 days of the purchase / work order placed on him by M/s. IREL (India) Limited.
- iv. The successful tenderer does not deposit the security deposit within the stipulated period.
- v. The successful tenderer does not execute an agreement in stamp paper as per law for due fulfillment of the contract before the date specified for the purpose in the Letter of Intent or in the Work Order.

#### **8.0 SECURITY DEPOSIT, PERFORMANCE BANK GUARANTEE & RETENTION MONEY**

**8.1** The successful tenderer (referred as successful bidder) is required to furnish Demand draft/ Bankers Cheque or Bank Guarantee as per Format-II of Annexure, in favour of IREL (India) Limited, OSCOM, for an amount equivalent to five (5) per cent of the contract value towards Security Deposit (after adjusting EMD amount, if EMD is deposited by way of demand draft/ Bankers Cheque) towards the satisfactory performance of the contract, within 30 (Thirty) days of the receipt of letter of acceptance or commencement of work at site, whichever is earlier. The same is to be forwarded to SM(Materials), I/C Purchase Department. However, if EMD is submitted in the form of Bank Guarantee, the same shall not be converted to SD BG and as such fresh Bank Guarantee towards Security Deposit is to be submitted

The SD shall not bear any interest, and is liable to be forfeited for unsatisfactory completion or on abandonment of the supply/ work order. Additional amount of SD due to enhancement in scope of work is to be submitted by the successful tenderer.

#### **8.2 Exemption from payment of SD:**

Public Sector Undertakings, State Government undertakings, may be exempted from payment of SD at the sole discretion of IREL (India) Limited.

### 8.3 **FORFEITURE OF SECURITY DEPOSIT**

The SD money shall stand forfeited in favour of IREL (India) Limited, without any further notice to the contractor in the following circumstances:

- (i) In case of any failure whatsoever on the part of the Supplier/ contractor at any time during performance of his part of the contract including the extended periods of contract, where notice is given and time for rectification allowed.
- (ii) If the Supplier/ contractor indulges at any time in any subletting/ sub-contracting of any portion of the supplies/ works without approval of IREL (India) Limited.
- (iii) If the Supplier/ contractor abandons the supply /order.

### 9.0 **PRICE PREFERENCE CLAUSES**

#### 9.1 Benefits to Micro & Small Enterprises (MSE's) & Startup's:

The MSE's registered with National Small Industries Corporation (NSIC) / startup's as defined by relevant rules are eligible for the following benefits:

- (a) Issue of tender document free of cost
- (b) Exemption from payment of Earnest Money Deposit

The MSE's / Startups are required to **submit valid Registration Certificate** issued by NSIC along with tender. MSE's / Startup claiming the above benefits have to exclusively mention in their offer for consideration by IREL (India) Limited.

#### 9.2 **Price preference: :**

#### Benefits to Micro & Small Enterprises (MSE's) & Startup's:

The MSE's registered with National Small Industries Corporation (NSIC) / startup's as defined by relevant rules are eligible for the following benefits:

- (c) Issue of tender document free of cost
- (d) Exemption from payment of Earnest Money Deposit

The MSE's / Startups are required to **submit valid Registration Certificate** issued by NSIC along with tender. MSE's / Startup claiming the above benefits have to exclusively mention in their offer for consideration by IREL (India) Limited.

### 9.2 **CONDITIONS FOR START-UP COMPANIES**

1. Subject to meeting of Quality and Technical specifications, IREL (India) Limited may consider allowing the participation of "Start up" companies with capability to execute the services, as per technical specifications/ perform the job as per scope of work specified in the tender and subject to meeting extant & relevant guidelines of Government of India. This should be confirmed and substantiated in the technical bid.

2. The bidder who intends to participate as "Start up" company should enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India during submission of Technical bid.

3. Prequalification Criteria with respect to Prior Turnover and Prior Experience may be relaxed for Startups as per the GOI guidelines.

4. However, there may be circumstances like procurement of items/services related to public safety, health, critical security operations and equipment, etc wherein IREL (India) Limited reserves the right to not consider relaxation of Prior Turnover and Prior Experience for Startup Companies as per GOI guidelines.

5. Startup Companies, who are also registered as MSEs and wish to avail the benefits as applicable to MSE, shall submit relevant documents covered under Conditions for Micro and Small Enterprises elsewhere in this tender.

### **9.3 DECLARATION IN CASE OF MSE BIDDERS/ START-UP COMPANIES**

In terms of Tender Conditions applicable for Micro & Small Enterprises (MSEs)/ Startups, we hereby declare as under

- a) We are a Micro / Small Enterprise, as on bid closing date of this tender.
- b) We are a service provider for quoted services and valid documentary evidence for same is submitted.
- c) MSE certificate submitted by us is authentic & valid as on bid closing date of this tender.
- d) We are a 'Start-up' company and we are enclosing copy of certificate of recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India.
- e)

We declare the above details are true. In case any of the details are found to be false/untrue, our offer will be liable for rejection /cancellation of order/ subjected to appropriate actions as per tender Terms & Conditions.

Authorized Signatory  
(With Company Seal & Signature)

### **9.4 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES**

Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods, works and services from Micro and Small Enterprises

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender participating Micro and Small Enterprises quoting price within the price band of L1 + 15% shall also be allowed to supply/execute a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value.

In case of more than one such Micro and Small Enterprises, the supply/services shall be shared proportionately (to tendered quantity). Further, out of above 25%, 5% (20% of 25%) shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/MSEs owned by women. Further, the definition of MSEs owned by Women shall be as per the definition for MSEs owned by SC/ST entrepreneurs. The quoted prices against various items shall remain valid in case of splitting of quantities of the items above.

### **9.5 This tendered item/job is non-splitable and as MSE quoting lowest price within price band L1 (other than MSE) + 15%, shall be awarded for full/ complete of total tendered value subject to matching of L1 price.**

The MSEs owned by SC/ST entrepreneurs shall mean:-

- a) In case of proprietary MSE, Proprietor(s) shall be SC/ST.
- b) In case of partnership MSE, the SC/ST partners shall be holding atleast 51% share in the unit
- c) In case of private Limited Companies, at least 51%share is held by SC/ST. If the MSE is owned by SC/ST entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following :

- a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or Udyog Aadhaar Memorandum.
- b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard. The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp. If

the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP) 2012.

Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated by NSIC, under SME Division, M/o MSME, in order to create proper data base of MSEs which are making supplies to CPSUs. It may be noted that Government of India has implemented Trade Receivable Discounting System (TReDS) to address challenges faced by MSMEs in delayed payments (after receipt/acceptance of Material/Services) from Government buyers leading to shortfall of Working Capital. TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. IREL (India) Limited is already registered on the TReDS platform. You are requested to kindly register on the TReDS platform. The MSME vendors can avail the TReDS facility if they want to.

If against an order placed by IREL (India) Limited, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.

The benefit of policy are not extended to the traders/dealers/ Distributors /Stockiest/Wholesalers.

#### **10.0 EFFECT AND VALIDITY OF BID:**

- (i) The submission of any bid connected with these documents and specifications shall constitute an agreement that the bidder shall have no cause of action or claim against IREL (India) Limited for rejection of his bid.
- (ii) The bid shall be valid for a period of **120 (one hundred twenty days) from the date of opening of techno-commercial bids.**

#### **11.0 RIGHT TO REJECT THE TENDER:**

- (a) IREL (India) Limited reserves the right to reject any tenders whatsoever without assigning any reason thereof.
- (b) IREL (India) Limited. reserves the right to modify/ add/ reduce the scope, either in whole or in part any of the clauses mentioned herein without assigning any reason thereof. This right includes right of division of the work / bill of quantities among various tenderers to the advantages of IREL (India) Limited. The tenderers on their part shall accept such part offered by IREL (India) Limited. The splitting of the quantity amongst more than one tenderer can be in the ratio of 70:30/ 60:40 with the rates offered by the overall lowest bidder.

#### **12.0 GST COMPLIANCE**

The supplier of goods or services or both shall indicate all the particulars/contents as required under CGST/SGST/IGST/UTGST provisions read with rules made there under including the following.

- I. Correct Name, Address and GSTIN of the supplier / Recipient
- II. Invoice should be raised as per the GSTIN format.
- III. Correct classification of supply of goods or service or both according to the provision as required in the statute.
- IV. The supplier / Contractor shall issue Original Copy of Tax Invoice to IREL (India) Limited based on which ITC can be claimed.
- V. Supplier / Contractor shall declare that supply date as mentioned in the invoice shall be disclosed in the concerned relevant month return.
- VI. Bidder shall declare that Supplier / Contractor will compensate the ITC if not allowed to IREL (India) Limited due to Non Disclosure or improper disclosure or wrong filing of GST returns.

- VII. The supplier of goods has to issue waybill as and when required as per the provisions of GST law for supply of goods.
- VIII. IREL (India) limited reserves the right to deduct / withhold taxes as per prevailing provisions of GST Law.

**13.0 INSPECTION OF SITE AND OTHER CONDITIONS:**

Once the tenderer submits his bid, the following are fully understood by both the parties (i.e. IREL (India) Limited and the Tenderer) binding on them:

- (a) Before the tenderer submits his offer, the tenderer is deemed to have carefully examined the Technical Specification, General and Special Conditions of Contract and other details relating to tender requirement and fully acquaint him as to all conditions and matters which may in any way affect the work or the cost thereof. The bidder shall be deemed to have obtained on his own and independently all necessary information for the purpose of preparing the bid and his bid as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of the same.
- (b) IREL (India) Limited shall not entertain any request for clarifications from the bidders regarding such local conditions. Any neglect or omission or failure on the part of the bidder in obtaining necessary and reliable information as stated above or on any other matter affecting the bidder shall not relieve him from any risks or liabilities or the entire responsibility for completion of the work in accordance with the tender document.
- (c) The bidder shall be deemed to have acquainted himself with the Indian Income Tax Act, 1961, Indian Companies Act, 1956, Indian Customs Act, 1962, Indian Electricity Act 2003, Factories Act 1948, Indian Mines Act 1952, Pollution Control Regulation and other related Acts & Laws prevalent in India and as amended from time to time.

**14.0 NO CLAIM FOR COMPENSATION FOR SUBMISSION OF TENDER:**

The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, expenses of and incidental to or incurred by him through or in connection with his submission of tender, even though IREL (India) Limited may elect to withdraw the invitation to tender.

**15.0 RISK PURCHASE CLAUSE**

After award of the contract, if the tenderer fails to execute the supply as per tender or at any time repudiates the order, IREL (India) Limited have the right to forfeit the EMD and invoke the security deposit and execute the order from other agencies at the risk and cost of the tenderer. The cost difference between the alternative arrangements and total contract value will be recovered from the tenderer along with other incidental charges. In case of execution of order through alternative sources and if price is lower, no benefit on this account will be passed on to the tenderer.

**16.0 RELATED PARTY:**

Bids submitted by related parties in which there seems to be collusion are liable to be rejected. Parties are considered to be related if one party has the ability to control the other party or exercise significant influence over the other party in making financial and /or operating decision.

**17.0 LEGAL JURISDICTION:**

Without prejudice civil court of Chatrapur, Dist-Ganjam (Orissa-761020) shall have jurisdiction to deal with or to decide any legal issue or dispute whatsoever arising out of this tender.

**In case of any clarifications w.r.t the tender, Email may please be forwarded vide Email to [purchase-os@irel.co.in](mailto:purchase-os@irel.co.in).**

## 18.0 **ETHICS IN TENDERING & OTHER BUSINESS DEALINGS**

IREL (India) Limited, a Government of India Undertaking, under the administrative control of Department of Atomic Energy is doing its business as per the rules and regulation of the Public Sector Undertaking and other statutory agencies. The business is done in an ethical, rational & impartial manner with good Corporate Governance.

In our Endeavour to be more transparent in our dealings and to support our ideology all Vendors, Customers and Business Partners are requested not to provide any gift and /or inducement to any of our employees for securing/being granted favour in dealings with our Company. In assurance of your commitment to the aforesaid, it will be highly appreciated if you fill up, sign and abide by the attached undertaking.

Report of any gifts and /or inducements sought by any employee of the company (IREL (India) Limited) should be immediately reported to any one of the following:

<p><b>Sri D Singh,</b> <b>Chairman &amp; MD</b> IREL (India) Limited 1207 VS Marg, Prabhadevi Mumbai 400 028 Ph.022-24225778 Email: <a href="mailto:cmd@irel.co.in">cmd@irel.co.in</a></p>	<p><b>Chief Vigilance Officer</b> IREL (India) Limited 1207 VS Marg, Prabhadevi Mumbai 400 028 Ph.022-24221068 Email: <a href="mailto:cvo@irel.co.in">cvo@irel.co.in</a></p>
<p>or</p> <p><b>Sri A J Janarthanan,</b> <b>CGM &amp; Head, OSCOM,</b> IREL (India) Limited, OSCOM, PO-Matikhalo, Dist-Ganjam, Orissa-761045. Ph: 06811-257890-95 Email: <a href="mailto:head-ireo@irel.co.in">head-ireo@irel.co.in</a></p>	

We assure you those complaints, if any, made by you on the subject will be kept confidential and fair investigation will be conducted and appropriate action will be taken. Similarly, we expect your commitment to the under taking and its violation will have consequences as per prevailing rule of the company.

Thanking you,  
For IREL (India) Limited,

**In-charge (Purchase)**

**19.0 DETAILS TO BE UPLOADED BY BIDDER**

Sl no	Description	To be filled by Tenderer & relevant supporting documents to be uploaded.				
<b>General Information</b>						
A	Name of the organization participating in tender					
B	Name & Designation of the Contact person					
C	GSTIN No of the Organization					
D	Bank account details of the Organization					
E	Official correspondence Address					
F	Contact Details (Phone number & Email ID)					
G	MSME details of the Organization (if applicable)					
H	Vendor Code in case Bidder is registered with IREL(India)Limited,OSCOM					
<b>Pre qualification Documents : Technical Competence – execution of similar works</b>						
	Order No	Name of Client	Date of order	Value of work	Proof of Completion	Documents uploaded
1						
2						
3						
<b>Pre qualification Documents : Financial Competence</b>						
	Profit & Loss Account or Published Annual Account			2017-18	2018-19	Documents uploaded
1	Turnover in Rs					
<b>Details of Other documents uploaded</b>						
	Details of Equipments Proposed to be deployed	Year of Manufacture	Capacity of Equipment	Type of Ownership	Documents Uploaded	
1						
2						

20.0 **UNDERTAKING TO BE SUBMITTED BY TENDERER**

Date:

To

**M/s IREL (India) Limited  
OSCOM, Matikhalo-761045.**

I/ We.....am/are a Vendor/ Customer of IREL (India) Limited

I/We agree and undertake:

- (i) Not to provide any gift and/ or inducement to any employee of the company in connection with securing/ being granted favour(s) in my/our dealings with the company and its field Unit namely OSCOM at Orissa,
- (ii) To immediately report any gift and / or inducement sought by any employee of the company in exchange of the company and /or its field Units granting favour(s) to me/us in my/our dealings with the company and /or its field units.

Signature:.....

Name:.....

Address (with seal):.....

**PRE-QUALIFICATION CRITERIA**

Tenderer should meet the following minimum pre-qualification criteria:

**Technical competence:**

Bidders should be experienced in having successfully executed similar works as detailed below in CPSUs / Central Govt. Dept./ State Govt./ Semi- Govt./ Autonomous bodies or private organizations during **last seven (7) years ending August 2020** and meeting the value requirement as below

Execution of at least one order for “similar work for a value of not less than **Rs.39.05 Lakhs.**

OR

Execution of two orders for “similar works for a value each not less than of **Rs.24.40 Lakhs.**

OR

Execution of three orders for “similar works for a value each not less than of **Rs.19.52 Lakhs.**

**Definition of Similar work(s):** Engagement of manpower towards Management of guest house or training center or catering services.

Intending tenderer have to furnish documentary evidence in support of the qualification criteria from concerned authority/department/organization for similar works/supplies executed like Copy of Completion / Performance Certificate along with Work order(s) satisfying above PQ only.

**Financial Soundness:**

Average Financial turn over during last three years ending **March 2019** shall not be less than **Rs.14.64 Lakhs.** Financial Statements / IT Returns for the above periods is to be submitted. In case of Public/ Private Limited companies, Published annual accounts will be accepted.

Documents against the Pre-qualification criteria as above complete in all respect must be uploaded. Failure to compliance of above shall make the bid incomplete and as such it shall be rejected. In the absence of receipt of Pre-qualification criteria, the offer will not be considered under any circumstances.

**The offers of the bidders who have defaulted in the past in execution of the contracts or in complying with the obligations as per the contract shall not be considered.**

**EVALUATION BASIS FOR TENDER:**

- Evaluation of the technically qualified offers as per pre-qualification criteria shall be done based on the total landed price at IREL (India) Limited, OSCOM.
- Evaluation shall be done on item wise L-1 basis after taking net off Input Tax Credit.
- Parties who have defaulted in execution of contracts in previous instances at IREL (India) Limited, OSCOM shall not be considered.
- MSME and startup enterprises shall be allowed relaxation on prior experience and turnover as per policy circular 1(2)(1) 2016-MA dated:10th March 2016. Provided they can prove that they are technically capable to deliver as per quality Specification

GENERAL CONDITIONS OF CONTRACT (GCOC)

**1. DEFINITIONS AND INTERPRETATIONS**

- 1.0 Unless inconsistent with or otherwise indicated by the context, the following terms stipulated in this CONTRACT shall have the meaning as defined hereunder.
- 1.1 **CONTRACT**  
Shall mean a written CONTRACT signed between IREL (India) Limited and the CONTRACTOR (the successful bidder) including subsequent amendments to the CONTRACT in writing thereto.
- 1.2 **IREL (India) Limited:**  
Shall mean IREL (India) Limited., India and shall include its legal representatives, successors and permitted assignees.
- 1.3 **SITE**  
Shall mean the place in which the operations/services are to be carried out or places approved by IREL (India) Limited for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site.
- 1.4 **IREL (INDIA) LIMITED'S SITE REPRESENTATIVE/ ENGINEER**  
Shall mean the person or the persons appointed by IREL (India) Limited from time to time to act on its behalf at the site for overall co-ordination, supervision and project management at site.
- 1.5 **CONTRACTOR:**  
Shall mean any person/ persons/ firm/ company etc. to whom work has been awarded and whose bid has been accepted by IREL (India) Limited and shall include its authorized representatives, successors and permitted assignees.
- 1.6 **SUB-CONTRACT:**  
Shall mean order/ contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written consent of IREL (India) Limited on third party. Such sub-letting shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT.
- 1.7 **SUB-CONTRACTOR:**  
Shall mean any person or persons or firm or their legal representatives, successors, assignees to whom part of CONTRACT has been sublet by the CONTRACTOR after necessary consent of IREL (India) Limited.
- 1.8 **CONTRACTOR'S REPRESENTATIVE**  
Shall mean such person/or persons duly appointed representative at the site and base as the CONTRACTOR may designate in writing to the IREL (India) Limited as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.
- 1.9 **CONTRACT PRICE**  
Shall mean the sum accepted or the sum calculated in accordance with the rates accepted by IREL (India) Limited and amendments thereof, and shall include all fees, registration and other charges paid to statutory authorities without any liability on IREL (India) Limited for any of these charges. The prices will remain firm during currency of the CONTRACT unless specifically agreed to in writing by IREL (India) Limited.

- 1.10 **DAY**  
Shall mean a calendar day of twenty-four (24) consecutive hours beginning at 0000 hours with reference to local time at the site.
- 1.11 **EQUIPMENT / MATERIALS / GOODS:**  
Shall mean and include any equipment, machinery, instruments, stores, goods which CONTRACTOR is required to provide to the IREL (India) Limited for/under the CONTRACT and amendments thereto.
- 1.12 **WORKS / OPERATIONS:**  
Shall mean all work to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT.
- 1.13 **GUARANTEE:**  
Shall mean the period and other conditions governing the warranty / guarantee of the works as provided in the CONTRACT
- 1.14 **MOBILISATION:**  
Shall mean rendering the resources as per CONTRACT and ready to begin work at site designated by IREL (India) Limited acceptance in this regard. The date and time of IREL (India) Limited's acceptance will be treated as the date and time of mobilization.
- 1.15 **DEMOBILISATION:**  
Shall mean the removal of all things forming part of the mobilization from the site of IREL (India) Limited. The date and time of above shall be treated as the date and time of de-mobilization.
- 1.16 **FACILITY:**  
Shall mean all property of the IREL (India) Limited owned or hired by IREL (India) Limited.
- 1.17 **SINGULAR/ PLURAL WORDS:**  
Save where the context otherwise requires, words imparting singular number shall include the plural and vice versa and words imparting neutral gender shall include masculine or feminine gender and vice versa.
- 1.18 **GROSS NEGLIGENCE**  
Shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property,
- 1.19 **WILLFUL MISCONDUCT**  
Shall mean intentional disregard of good and prudent standards of performance or proper conduct under the CONTRACT with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.
- 2.0 **ENGINEER-IN-CHARGE(EIC) / OFFICER-IN-CHARGE(OIC):**

The Engineer-in-charge/ Officer-in-Charge shall have authority for General supervision, Follow up of supply and direction of the work direction to stop the work whenever such stoppage may be necessary to ensure the proper execution of the Contract to reject all works/ materials/services which do not conform to the contract.

The EIC/OIC shall have no authority to relieve the successful tenderer of any of his duties or obligations under this contract or except as expressly provided here-in-under or elsewhere in the contract to order any work involving delay or any extra payment by the company or to make any variation of or in the work.

### **3.0 Singular and Plural**

Words imparting the singular only also include the plural and vice versa where the context requires; words imparting persons include firms or corporations and vice versa where the context requires. Word imparting masculine gender includes the feminine gender and vice versa where the context so requires.

### **4.0 CONFLICT AND INTERPRETATION OF DOCUMENTS:**

4.1 The several documents forming the contract are to be taken as mutually explanatory of one another.

4.2 In case conflicting statements or directives should occur among the contract documents, it shall be the responsibility of the successful bidder to notify the contractee, with a copy sent concurrently to the EIC/OIC, immediately in writing and obtain instructions from the contractee to eliminate the conflict.

4.3 The successful bidder shall notify the contractee, with a copy sent concurrently to EIC/OIC, promptly of any discrepancies, omissions or doubts it may have, regarding drawings, specifications or other documents. Noted or calculated dimensions shall always be followed

4.4 In the event of conflict between various documents forming the contract, the relevant terms and conditions of the work order shall prevail over those of all such other documents forming the contract and binding on the Parties.

### **5.0 CORRESPONDENCE:**

5.1 All correspondence among the contractee, the engineer and the successful bidder and the titles and written notations on drawings etc. shall be in **English** language only

5.2 The contractee /engineer/ inspector designates the following address:

**IREL (India) Limited,  
(Orissa Sands Complex)  
P.O. Matikhalo-761045,  
Dist-Ganjam, Orissa, INDIA**

### **6.0 Standards**

The Machinery and Services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, the latest current edition or revision of the relevant Indian Standards and Codes shall be considered.

### **7.0 Scope of Order and Specifications**

Contractor shall supply the material or execute the work/ provide service according to the specifications enclosed and in accordance with all conditions both general and specific enclosed with order, unless any or all of them have been modified or cancelled in writing either as a whole or in part by IREL (India) Limited.

### **8.0 Inspection of site**

**The bidder or his representative shall be deemed to have inspected and examined the site and surroundings before submitting his tender and shall obtain the necessary information as to risks and other circumstances which may influence or affect his tender.**

## **9.0 DEATH, BANKRUPTCY ETC.:**

If the Contractor dies or dissolve or go into bankruptcy, or being a corporation cause to be wound up except for reconstruction purposes or carry on its business under a receiver, the executors, successors or other representatives in law of the estate of the Contractor or any such receiver, liquidator, or any person in whom the contract may become vested, shall forthwith give notice thereof in writing to IREL (India) Limited and shall remain liable for the successful performance of the contract, and nothing aforesaid shall be deemed to relieve the Contractor or his successors of his or their obligations under the contract under any circumstances. IREL (India) Limited may terminate the Contract by notice in writing to the Contractor.

## **10.0 ASSIGNMENT AND SUBLETTING:**

- (i) The contractor shall not assign, sublet or transfer the contract or any part thereof or any benefit or interest therein or there under without the written consent of company.
- (ii) The contractor shall not sublet the whole or any part of the work without the written consent of the company and such consent, if given, shall not establish any contractual relationship between the sub-contractor (s) and the company and shall not relieve the contractor of any responsibility, liability, or obligations under the contract and the contractor shall be responsible for the acts, defaults or neglects of any sub-contractor or his agent or workmen.

## **11.0 FORCE MAJEURE:**

- (i) Force majeure is an event beyond the control of supplier/contractor and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to acts of the IREL (India) Limited / Supplier either in its sovereign or contractual capacity, wars or revolution, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, and freight embargoes. The decision about force majeure shall rest with IREL (India) Limited which shall be final and binding.
- (ii) If there is delay in performance or other failures by the supplier to perform obligations under its contract due to event of a Force Majeure, the supplier/contractor shall not be held responsible for such delays/failures.
- (iii) If a Force Majeure situation arises, the supplier shall promptly notify IREL (India) Limited in writing of such conditions and the cause thereof within fifteen days of occurrence of such event. Unless otherwise directed by IREL (India) Limited in writing, the supplier shall continue to perform its obligations under the contract as far as reasonable/practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- (iv) If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period of exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

## **12.0 DUTIES AND POWER / AUTHORITY:**

**12.1 The duties and authorities of the IREL (India) Limited's site representatives** are to act on behalf of the IREL (India) Limited for:

- (i) Overall supervision, co-ordination at site
- (ii) Proper utilization of equipment and services.
- (iii) Monitoring of performance and progress
- (iv) Commenting / countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.
- (v) He shall have the authority, but not obligation at all times and any time to inspect/ test/ examine/ verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an

acceptance by the inspector. Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.

- (vi) Each and every document emerging from site in support of any claim by the contractor has to have the countersignature/ comments of the IREL (India) Limited's representative/ engineer without which no claim will be entertained by the IREL (India) Limited.

#### 12.2 **CONTRACTOR's representative:**

- (i) The CONTRACTOR's representative shall have all the powers requisite for the performance of the works.
- (ii) He shall liaise with IREL (India) Limited's representative for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.
- (iii) He will extend full co-operation to IREL (India) Limited's representative/inspector in the manner required by them for supervision/inspection/observation of equipment, material, procedures, performance, reports and records pertaining to works.
- (iv) To have complete charge of CONTRACTOR's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

#### 13.1 **CONTRACT DOCUMENT:**

##### 13.1 **Governing language:**

The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.

##### 13.2 **Modification in CONTRACT:**

All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects, including terms of delivery, shall be considered valid only when accepted in writing by IREL (India) Limited by issuing amendment to the **CONTRACT**. IREL (India) Limited shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of **CONTRACT**, invoice, packing list and other documents which purport to impose any condition at variance with or supplement to **CONTRACT**.

##### 13.3 **Waivers:**

It is fully understood and agreed that none of the terms and conditions of this CONTRACT shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized agents or representative of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.

#### 14.0 **Alteration of specifications, patterns and drawings:**

During the progress of the work, IREL (India) Limited may require deviations from, additions to or omission in the drawings, specifications and the scope of work originally agreed upon between the Contractor and IREL (India) Limited. Such changes shall not invalidate the Contract. The Contractor shall make such changes of whatever character they may be, as part of the Contract. As from that date the Stores shall be in accordance with the specifications, patterns and drawings so altered which the contractor is bound to comply with.

No change in the scope of the work shall be made without a written instruction issued therefore by IREL (India) Limited. Revised drawings, bills of materials or specifications, shall also be considered as written instructions.

In the event of such alteration involving a revision in the cost, the same shall be discussed and mutually agreed to taking into account the unit rates of similar items in the contract. In case of disagreement, the decision of IREL (India) Limited, in the cost, shall be final and conclusive.

**15.0 Method of Black Listing/ banning Vendors and revocation of ban:**

Any failure by the vendor to supply/execute the contract as per order may result in black listing of vendors name from approved list of vendors. The black listed vendor shall not be considered for a minimum period of one year from the date of black listing. However, Our Competent Authority can revoke any black listing order subject to adequate justification for the same.

Further, our Competent Authority may blacklist the bidder, if the bidder changes bid either techno-commercial and / or price or withdraws his bid after receipt of the same and during the validity period of bid.

Further, the vendor shall be banned from doing any business with the company with the approval of Competent Authority in case of:

- a. If security considerations including question of loyalty to the state so warrant.
- b. If the proprietor of the firm, its partner or representative is convicted by a court of law following prosecution for offences relating to business dealings.
- c. If there is strong justification for believing that the proprietor or employee or representative of the firm has been guilty of malpractice such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation, evasion or habitual default in payment of any tax levied by law, etc.

An order for ban / suspension passed for a certain specified period shall be deemed to have been automatically revoked on expiry of that specified period and it will not be necessary to issue a specific formal order of revocation, except that an order of suspension/ban passed on account of doubtful loyalty or security consideration shall continue to remain in force until it is specifically revoked.

An order of ban on grounds of conviction by Court of Law may be revoked if, in respect of the same facts, the accused has been wholly acquitted by a court of law.

**16.0 Secrecy**

The Contractor shall not at any time during the pendency of the contract or there after disclose any information furnished to them by IREL (India) Limited or any drawings, designs, reports and other documents and information prepared by the Contractor for this contract, without the prior written approval of IREL (India) Limited except in so far as such disclosure is necessary for the performance of the Contractor's work and service hereunder.

**17.0 Indemnity**

The contractor shall indemnify IREL (India) Limited and keep IREL (India) Limited indemnified to the extent of the value of free issue materials to be issued till such time the entire contract is executed and proper account for the free issue materials is rendered and the left over/surplus and scrap items are returned to IREL (India) Limited. The contractor shall not utilize IREL (India) Limited's free issue materials for any job other than the one contracted out in this case and also not indulge in any act, commission or negligence which will cause/result in any loss/damage to IREL (India) Limited and in which case, the Contractor shall be liable to IREL (India) Limited to pay compensation to the full extent of damage/loss and undertake to pay the same.

**18.0 DISCIPLINE:-**

CONTRACTOR shall maintain strict discipline among its employees and shall abide by and conform to all rules and regulations promulgated by the IREL (India) Limited governing the operations. Should IREL (India) Limited feel that the conduct of any of CONTRACTOR/SUB-CONTRACTOR's employees is detrimental to IREL (India) Limited's interest, the IREL (India) Limited shall have the unqualified right to request for the removal of such employee either for incompetence, unreliability, misbehavior, security reasons etc. while on or off the job. The CONTRACTOR shall comply with any such request to remove such personnel at CONTRACTOR's

expense unconditionally. The CONTRACTOR will be allowed a maximum of 7 working days to replace the person by competent qualified person at CONTRACTOR's cost.

#### **19.0 SAFETY AND LABOUR LAWS:-**

CONTRACTOR shall comply with the provision of all laws including Labour Laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by IREL (India) Limited shall be applicable in the performance of this CONTRACT and CONTRACTOR shall abide by these laws.

CONTRACTOR shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions.

The CONTRACTOR shall report as soon as possible any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations, there under or any amendment thereof. Pl. refer Annexure-I for Compliance of all statutory obligations.

#### **20.0 Accident or Injury to Workmen**

The Contractor shall be solely liable for any accident or injury that may happen to any of his personnel engaged in the Contract. The company shall not be liable for, or in respect of, any damage or compensation payable at law in respect of, or in consequence of, any accident or injury to any personnel in the employment of the Contractor and the Contractor shall indemnify and keep indemnified the company against all such claims, damages, compensations and proceedings.

The Contractor shall forthwith report to the company all cases of accidents to any of his personnel and shall make every arrangement to render all possible assistance and aid to the victims of the accident.

#### **21.0 INSURANCE:-**

CONTRACTOR shall, at his own expense, arrange appropriate insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of its personnel deputed under this CONTRACT as well as CONTRACTOR's equipment, tools and any other belongings of the CONTRACTOR or their personnel during the entire period of their engagement in connection with this CONTRACT. IREL (India) Limited will have no liability on this account.

#### **22.0 TERMINATION**

##### **22.1 Termination on expiry of the CONTRACT**

This Agreement shall be deemed to have been automatically terminated on the expiry of the CONTRACT period unless the IREL (India) Limited has exercised its option to extend this CONTRACT in accordance with the provisions, if any, of this CONTRACT.

##### **22.2 Termination on account of force majeure**

Either party shall have the right to terminate this CONTRACT on account of Force Majeure.

##### **22.3 Termination on account of insolvency**

In the event the CONTRACTOR or its collaborator at any time during the term of this Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the IREL (India) Limited shall, by a notice in Writing have the right to terminate this CONTRACT and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

##### **22.4 Termination for unsatisfactory performance**

If IREL (India) Limited considers that the performance of the CONTRACTOR is unsatisfactory or, not upto the expected standard, the IREL (India) Limited shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. The IREL (India) Limited shall have the option to terminate this Agreement by giving 30 days notice in writing to the CONTRACTOR, if, CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the IREL (India) Limited.

22.5 Termination for delay in mobilization

Successful bidder shall be required to mobilize complete resources for commencement of services at the specified site within a maximum number of 15 days from the date of order. If the CONTRACTOR (successful bidder) fails to mobilize as above, IREL (India) Limited shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.

22.6 Consequences of termination

In all cases of termination herein set forth, the obligation of the IREL (India) Limited to pay shall be limited to the period upto the date of termination. Notwithstanding the termination of this Agreement, the parties shall continue to be bound by the provisions of this Agreement that reasonably require some action or forbearance after such termination. In case of termination of Contract herein set forth, except under 22.1 and 22.2, and / or annulment of the contract due to non-submission of Security Deposit, following actions shall be taken against the Contractor:

- i. IREL (India) Limited shall conduct an inquiry against the Contractor and consequent to the conclusion of the inquiry, if it is found that the fault is on the part of the Contractor, then they shall be put on holiday [i.e neither any tender enquiry will be issued to such a Contractor by IREL (India) Limited against any type of tender nor their offer will be considered by IREL (India) Limited against any ongoing tender(s) where contract between IREL (India) Limited and that particular Contractor (as a bidder) has not been concluded] for a period of two years from the date the order for putting the Contractor on holiday is issued. However, the action taken by IREL (India) Limited for putting that Contractor on holiday shall not have any effect on other ongoing contract(s), if any with that Contractor which shall continue till expiry of their term(s).
- ii. Pending completion of the enquiry process for putting the Contractor on holiday, IREL (India) Limited shall neither issue any tender enquiry to the defaulting Contractor nor shall consider their offer in any ongoing tender.

23. **CHANGE IN LAW:**

23.1 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Bid for this CONTRACT and which results in increased cost of the works under the CONTRACT through increased liability of taxes, duties, the CONTRACTOR shall be indemnified for any such increased cost by the IREL (India) Limited subject to the production of documentary proof to the satisfaction of the IREL (India) Limited to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority & the courts wherever levy of such taxes / duties are disputed by IREL (India) Limited.

23.2 Similarly, in the event of introduction of new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Bid for this CONTRACT and which results in any decrease in the cost of the works through reduced liability of taxes, (other than personnel and Corporate taxes) duties, the CONTRACTOR shall pass on the benefits of such reduced cost, taxes or duties to the IREL (India) Limited, to the extent which is directly attributable to such introduction of new legislation or change or amendment as mentioned above.

- 23.3 All duties, taxes (except where otherwise expressly provided in the Contract) as may be levied / imposed in consequences of execution of the Works/Services or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force on the date of submission of Price Bid or revised price bid, if any, for the this CONTRACT shall be to CONTRACTOR's account. Any increase / decrease in the net amount of such duties, taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes / duties paid on input services / input) after the date of submission of bid but within the contractual completion / mobilization date as stipulated in the CONTRACT will be to the account of IREL (India) Limited.
- 23.4 Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes / duties paid on input services / inputs) after the contractual completion / mobilization date during the extended period will be to the contractor's account, where delay in completion /mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes / duties paid on input services / inputs) after the contractual completion / mobilization date will be to IREL (India) Limited's account.
- 23.5 The Contract Price and other prices mentioned in the Schedule of Prices shall be based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, IREL (India) Limited will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied / imposed by the concerned authorities. However, in such an event, IREL (India) Limited will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- 24.0 **EMPLOYMENT LIABILITY:**
- i. The Agency shall solely and exclusively be responsible for engaging or employing persons for the execution of this work. All employees engaged by the Agency shall be in its pay roll and be paid by them. IREL (India) Limited will have no liability whatsoever concerning the workmen engaged for this service of the Agency. The Agency shall indemnify IREL (India) Limited against any loss/damage/liability arising out of in the course of its employing persons or out of relations with its employees. The Agency shall make regular and full payment of wages along with statutory dues in cash in the presence of the representative of IREL (India) Limited to the workmen within 7th of the following month irrespective of whether the Agency has raised the bill or not and furnish necessary documents whenever required by the competent authority. The agency shall comply with all Acts, Laws and Regulations applicable to the area with regard to performance of the work and including, Minimum Wages Act, 1948, Contract Labour (R&A) Act, 1970, Workmen's Compensation Act, 1923 Industrial Dispute Act, 1947 and take such steps as may be deemed necessary in this regard. It shall be directly responsible for any dispute arising between them and their personnel and keep IREL (India) Limited OSCOM indemnified against losses, damages or claims arising thereof.
  - ii. In case of complaint of non-fulfillment of any obligation under the contract, IREL (India) Limited reserves the right to with hold the payments due to them and out of such amount or amount of security held, if any or amounts likely to fall due to them (but without obligation to do so) to make such payment as it may consider necessary for smooth and unhindered working.
  - iii. There will be no relations of employer and employee between our IREL (India) Limited and the personnel so engaged by Agency under the contract and no claims for any employment in IREL (India) Limited will be entertained or tenable. It shall be the sole responsibility of the Agency to regulate and effect any terms of employment with the engaged persons without any liability whatsoever to the IREL (India) Limited.

**25.0 Disputes :**

All disputes and differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by an arbitrator to be appointed by the Chairman & Managing Director of IREL (India) Limited. Proceedings as per Arbitration and Conciliation Act will be conducted. No objection shall be raised on the ground that the Arbitrator so appointed is an employee of IREL (India) Limited or is one of the parties to the contract himself or that the persons who appointed had to deal with the matters to which the contract relates in his official capacity. The contractor shall not in any way delay or default or cause to delay or default the carrying out of the Works by reasons of the fact that any matter has been agreed to be referred to and/or referred to Arbitration. The seat of arbitration will be at Chatrapur, Ganjam and only the appropriate Court coming under High Court of Orissa will have jurisdiction to entertain all matters of litigation to the exclusion of all other courts.

**26.0 Security regulations**

The Contractor shall abide by all the security regulations at site promulgated by IREL (India) Limited from time to time. The Contractor shall provide identity badges for all his personnel, which must be properly displayed by them at site.

**27.0 NOTICES:**

**27.1 Service of notices on contractor**

Any notice to be given to be Contractor under the terms of contract shall be served by sending the same by registered post or leaving the same at the contractor's principal place of business (or in the event of the contractor being a company to or its Registered office) or at the site.

**27.2 Service of notices on Company**

Any notice to be given to the company under the terms of the Contract shall be served by sending the same by registered post to CGM & HEAD, IREL (India) Limited-OSCOM, and Matikhalo 761 045 (Ganjam District) Orissa.

**SPECIAL CONDITIONS OF CONTRACT**

**1.0 GENERAL:**

The special conditions of contract shall be read in conjunction with the general conditions of Contract, Specifications or other supplementary documents detailing the work. Providing that where any provision of the General Conditions of Contract is repugnant to or at variance unless a different intention appears, the provision of the Special Conditions of Contract shall to the extent of such repugnance or variation prevail.

**2.0 TENDER RATES:**

- a) The charges quoted in the price schedule shall be firm throughout the period of Contract including extension of time, if any.
- b) The successful tenderer shall have to pay the minimum wages at the revised rate without fail, to all the employees employed with IREL.
- c) If the bidder quoted rates varies abnormally then the bidder shall have to prove the workability of quoted rates. If the bidder fails to do so, then the bid shall be considered an unresponsive.

**3.0 SITE INSPECTION::**

The bidder shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the site, the quantities and nature of works and material necessary for the completion of the works and the means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect this tender.

**4.0 DURATION OF THE CONTRACT:**

This CONTRACT shall remain valid for a period of **12 (Twelve) months** from the date of acceptance of order. IREL (India) limited reserves the right to extend the order for 100% of value and time or part thereof if the performance of the successful tenderer is found to be satisfactory. However, IREL (India) Limited reserves the right to terminate the contract at any time before the expiry of the normal tenure in case service is found to be deficient / unsatisfactory.

**5.0 PENALTY CLAUSE**

In case the tenderer fails to supply minimum 08 manpower in a day, in addition to the pro rata reduction an additional penalty of Rs 500/- per manpower short per day will be deducted.

**6.0 PAYMENT TERMS:**

- a. Payment will be done at Pro-rata basis on completed works as per the price schedule. Contractor shall raise the bill on monthly basis.
- b. The contractor shall have to raise monthly bills and the 95% payment towards completed works shall be made per month, effective within 30 days after receipt of their running account (RA) bills and after certification by Officer in charge. The amounts to be made per month shall be kept firm during the contract period and any request for enhancement of the rates due to any reason shall not be entertained.
- c. Balance 5% along with SD shall be returned **three months after completion of the contract** on submission of no due clearance.
- d. The bills are to be submitted in triplicate in respect of a particular month in the first week of the next month and the payment shall be made after deduction of taxes deductible at source under the law in force.

- e. It is mandatory for the agency to ensure that the bill submitted for the respective months must be supported with the documents confirming the EPF, ESI contribution along with documentary evidence confirming the payment done to the manpower.
- f. Payment to the contractor would be strictly on certification of OIC.
- g. The Agency shall have to submit the final bill within 40 (Forty) days from the date of completion of the contract. The final bill is however not considered clean unless in addition to the details mentioned in the preceding sub-clause as applicable to the final measurements, the following additional details are also furnished.
- h. "Confirmation from EIC/OIC that there are no dues payable to any outside agencies by you".
- i. EIC/ OIC to check the bill within 20 days after its receipt and return the bill to contractor for corrections, if any. The Contractor is to re-submit the bill, with corrections within 20 days of its return by the EIC/ OIC. The re-submitted bill is to be checked and payment shall be made within 30 days of its receipt.

**7.0 DELAY IN MOBILISATION AND LIQUIDATED DAMAGES**

- (a) CONTRACTOR (successful bidder) shall mobilize and deploy the required manpower and the complete equipments if called for so as to commence the services at the specified site (s) within a **maximum of 15 days from the date of order**.
- (b) If the CONTRACTOR fails to mobilize and deploy the required manpower / equipment and / or fails to commence the services within the period specified in sub clause (a) above, IREL (India) Limited shall have, without prejudice to any other right or remedy in law or contract including sub clause (c) below, the right to terminate the contract.
- (c) If the contractor is unable to mobilize / deploy and commence the services within the period specified in sub clause (a) above, it may request IREL (India) Limited for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, IREL (India) Limited may at its discretion, extend the period of mobilization and shall recover from the contractor, as an ascertained and agreed Liquidated Damages, a sum equivalent to 0.5 % of unfinished value of the contract, for each week of delay or part thereof, subject to a maximum of 5% of the total contract value.

Sl	LAPSE	ACTION BY IREL, OSCOM.
1	a) Payment of wages at rates less than those notified under the minimum wages.	a) An amount equivalent to the differential amount between wages to be paid under minimum wages notification of the Govt. applicable for the period less actual wages paid shall be recovered from the bills as certified by the Engineer/Officer.
	b) Non-payment of ad-hoc amount	b) An amount equivalent to actual payable towards ad-hoc amount to the workmen engaged for relevant period shall be recovered from the bills as certified by the Engineer/Officer.
2	Non -payment of wages	An amount equivalent to wages payable by the contractor applicable for the relevant period shall be recovered from the bills as certified by the Engineer/Officer.

3	Non Payment of PF & ESI	Recovery of PF/ESI amount and an amount equivalent to maximum penalty leviable by Regional Provident Fund Commissioner for the delayed period under the provisions of ESI ,EPF& MP Act and Rules for delayed remittance of PF contributions (both the employee's and employer's contribution), shall be recovered from the bills of contractor as certified by Engineer/Officer.
4	Delayed Payment of PF & ESI	An amount equivalent to maximum penalty leviable by Regional provident Fund & ESIC Commissioner for the delayed period under the provisions of ESI, EPF& MP & Act and rules for delayed remittance of PF contributions (both the employee's and employer's contribution), shall be recovered from the bills of the contractor as certified by Engineer/Officer.

(d) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by IREL (India) Limited on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.

(e) Further, during the contract period in case of unauthorized absence/ non deployment of requisite manpower as called for in the tender the Liquidated damages shall be calculated at the end of the contract as per the rate indicated in (c) above subject to a maximum LD recovery of 5% of the contract value.

### **8.0 PAYMENT OF MINIMUM WAGES:**

The tenderer should note that Wages paid to the worker by the contractor should not be less than the rates notified by the Chief Labour Commissioner (Central), from time to time with regard to the minimum wages applicable to the respective categories of worker. In case of revision of the wages, the successful tenderer shall have to pay the minimum wages at the revised rate without fail, for which they will be allowed to get the differential amount along with Statutory dues thereof, if any, reimbursed, on the certification of the authorised representative nominated by the IREL for the purpose of witnessing the wage payment. Minimum rate of wages which prevailed on the date of opening of the techno-commercial bid will be considered as the base for the agency, which is paying notified minimum wages.

The worker should be paid on or before the 7<sup>th</sup> of the subsequent month. if 7<sup>th</sup> falls on a holiday or weekly off day, the payment should be made one day prior to that. Payment of PF for the month, both the employer's (in this case contractor) and employee's (in this case workmen employed by the contractor) contributions should be deposited in the bank in the permanent PF/ESI code number and challan obtained before 15<sup>th</sup> for PF & 21<sup>st</sup> for ESI of the subsequent month and forwarded to the Engineer/Officer. In case of failure of the contractor to comply with any of the above, the following action will be taken by IREL, OSCOM.

SI No.	Description	Unskilled manpower	Semi Skilled manpower	Skilled manpower	Highly Skilled
1	Minimum Wages	420.00	525.00	629.00	733.00
2	EPF @ 13% of min wages	54.60	68.25	81.77	95.29
3	ESI @ 3.25% of min wages	13.65	17.06	20.44	23.82
4	Holiday wages @ 3.83% min wages	34.99	43.73	52.40	61.06
5	Bonus @ 8.33% min wages	16.09	20.11	24.09	28.07
6	Leave wages @ 4.79% min wages	20.12	25.15	30.13	35.11

7	Retrenchment compensation (4.79%)	20.12	25.15	30.13	35.11
8	<b>TOTAL per man-day</b>	<b>580/ day</b>	<b>724/day</b>	<b>868/ day</b>	<b>1011/ day</b>

- Difference in increase of minimum wages and statutory dues thereof will be reimbursed on submission of documentary evidence regarding payment of the enhanced wages

NB: Payment towards SI No.1, 2, 3, & 4 shall have to be made each month and that against SI No.5, 6 & 7 at the end of the year.

#### **9.0 MODE OF PAYMENT:**

All payment shall be released after deducting the following:

- (a) Compensation recoverable, if any.
- (b) Recoveries on account of IREL (India) Limited's facilities and services
- (c) Deduction towards retention money.
- (d) Deduction if any towards re-coupmnt of any amounts forfeited, adjusted, deducted out of security deposit.
- (e) Statutory deductions such as IT(TDS) as per rules in vogue.
- (f) Any other deductions

**Technical Specification**

**Scope of Work:**

**Role & Responsibilities**

To coordinate room allocation, bookings, check-in and check-out of guests

- a) Attend to him, receive him, and allot the room specified by IREL on his name. IREL will reserve the rooms and intimate the Contractor through Reservation slips. The contractor shall not allot rooms on his own, for any reason.
- b) Get the guest's name entered in the Guest Register to be provided by IREL. Walk the guest to his room carrying his baggage to his room, leave him in the room, look for his comforts, keep fresh water, etc.
- c) Send the baggage of the guests to the guest rooms through the attendant at the time of check in.
- d) To offer the guest with fresh water /tea/coffee/meal/, etc. as required by him, suiting to the time, round the clock.
- e) To ensure guest checks-out, separate bills for boarding and lodging are to be prepared and signed by the guest. Carry the guest's baggage from the room to the vehicle.
- f) To ensure that the guest has not left behind any of his belongings in the room, and such belongings found shall be informed immediately to IREL.
- g) During stay, the guest's miscellaneous needs are to be attended to, like providing laundry along with stay needs. The charges for these services may be collected from the guest on actual basis, providing with relevant bills.
- h) To order for newspapers and magazines as advised by IREL, coordinating with the newspaper agents, Cost of the same shall be reimbursed on actual basis every month once along with bills.
- i) To receive the telephone calls at the front office round the clock.
- j) To ensure check in and check out of the guests.
- k) Successful bidder has to engage request manpower (minimum one) in each shift round the clock ,during the contract period of Guest House
- l) All necessary support of guests coming in odd hours.
- m) Fresh linen and towels to be provided when a new occupant occupies the room.
- n) Successful bidder has to engage request manpower (minimum one manager) round the clock ,during the contract period of Guest House
- o) All necessary support of guests coming in odd hours.

**CATERING**

**Manpower Requirement**

- **Two no. of Cooks,**
- **Two MTS for utility services and assisting cooks**
- **Two MTS for Attendant**

**Services Role & Responsibilities**

**under Catering:**

To render all Food and Beverage services at high standards and to render special services as required by IREL, you shall provide the following services.

- a) Preparation of breakfast, Lunch, Snacks, supper, tea and coffee, etc., as per the menu given

separately in the Annexure-1 of Rate bid in Part-B.

The menu may be altered for specific guests / special occasions / programmes / functions as desired by IREL, within the overall scope of the menus. For any extra items, not contemplated in the Annexure I the Contractor may charge additionally on the mutually agreed rates.

- b) The Contractor shall take orders/instructions before and from the staying guests regarding their food requirements. The departments of IREL will also place separate order on the Contractor for any official programmes/ functions / special occasions.
- c) The Contractor shall be responsible for procurement of raw materials and ingredients. First quality raw materials and ingredients shall be used in the preparation of food and beverages. Fresh vegetables and milk, standard beverages shall be used. The quality of the materials should be satisfactory to the inspecting officials of IREL.
- d) The Contractor shall store sufficient quantity of high quality ingredients in the available place in the guesthouses to ensure preparation of food items in time. The Contractor at his own risk shall make the procurement and storage.
- e) The timings for services shall be as informed by the Company.
- f) Every food prepared shall be used for the specific service and the left-over shall not be carried to next meal service.
- g) The Contractor shall be responsible for service of food and beverages in the Dining rooms. Room service shall be provided on special request from the staying guests.
- h) After every service viz. Breakfast, Lunch, Evening Snacks and Dinner, kitchen floor should be swept neatly. Also, after each service, soiled vessels and utensils from kitchen, soiled table wares, Service dishes etc., from dining halls should be cleaned thoroughly with detergents and stacked neatly at appropriate storing places ear marked for each item.
- i) The Contractor shall provide efficient and prompt service to all members.
- j) The food preparation is to be done in a strict hygienic environment and matching process without any compromise. The staffs are also expected to be reporting for duty with good health and hygiene.
- k) Raw material standards: The contractor shall ensure that good quality ingredients and vegetables/fruits are always procured and used for the preparation of eatables. For all food preparation, double refined cholesterol free and agmark oil is to be used. The Company's authorized official has the right to reject any ingredient that may be found to be substandard. All ingredients used should be free from adulteration or any foreign material.
- l) The Contractor shall perform the Service to the satisfaction of the Company Representative, in the event of any shortcoming is found then on instruction from Company Representative, the Contractor shall rectify the shortcoming immediately.
- m) The Contractor shall ensure that the cooks are experienced persons, well versed in all types of Vegetarian / Non-Vegetarian food preparation.
- n) The contractor shall attend to any or all catering requirements whether covered contractually or otherwise, at a predetermined price laid out in the contract or mutually agreed upon thereafter.
- o) On special occasions like parties to be conducted at guesthouse or in any of the company-chosen place, the Contractor shall be ready to undertake such parties. The Contractor and the Company shall work out special menu and rates for such occasions.
- p) The Contractor may inspect the kitchen equipment, crockery and cutlery, etc. available with IREL. The Contractor is free to use any of the available facility in the guesthouse. For any

- additional requirement, the Contractor may bring his own equipment.
- q) Routine cleaning and proper handling of kitchen equipment required for food production will be the contractor's responsibility.
  - r) All cooking LPG fuel costs shall be borne by the contractor. The contractor shall coordinate on ordering of refills in time.
  - s) Scope of work includes engagement of Cooks around the clock on each day during the contract period.

#### HOUSEKEEPING

##### **Manpower Requirement:**

- **Two MTS for IREL, OSCOM Guest House.**
- **One MTS for Bachelors Hostel & GET Hostel.**

#### **Role & Responsibilities under Housekeeping**

The scope of service towards housekeeping shall include the following:

- (i) The Contractor should provide all the guest amenities materials in the rooms and the cost towards this shall be borne by contractor. This includes sample soaps, shampoo sachets, coconut oil sachet, mosquito repellents, and comb to be kept in the rooms. Toilets should have toilet tissue rolls, Air Fresheners etc., All the rooms shall be kept neat and tidy always to enable IREL to allot the rooms at any time.
- (ii) The Contractor shall make beds and clean all rooms daily. Cleaning of rooms comprises:
  - a) All rooms are to be cleaned with high quality disinfectants. Rooms should be dusted, swept and mopped with quality disinfectants.
  - b) Toilet floor, WC and Washbasin should be washed using quality detergents and disinfectants. After washing the floor should be dry mopped, the walls and other plumbing fittings should be wiped clean using necessary detergents. The WC and washbasins should be wiped with cloth so that they are completely dry. After the above activities, necessary quantity of disinfectant viz. Iteol should be poured into WC. The toilet should be clean and dry.
  - c) Ceilings, ceiling fans, windows, glasses and furniture to be cleaned periodically so that they are kept clean.
  - d) Room fresheners and deodorants to be made available in all the rooms, toilets, lounges and all common toilets. They may be replenished immediately whenever required.
  - e) The contractor shall maintain high standards of cleanliness and hygiene throughout the guesthouse.
  - f) The Contractor's men shall take care of the wall calendars, clocks, Remotes for ACs and TVs etc. provided in the guesthouse rooms and other places, including taking care of changing batteries whenever required.
  - g) Rooms to be checked for bed, towel, soap, water, functioning of TV, refrigerators, ACs, geysers and bath room fittings, electrical fittings etc.
  - h) Bed linen, towels, pillow covers, napkins etc., shall be regularly washed and kept in clean condition for use.
  - i) On allotment, the contractor should ensure that linens in the room's viz. Towel, bedspreads and pillow covers are clean, thoroughly washed with quality detergents, ironed and neatly laid. Linens in the occupied rooms should be changed in every alternate day with clean and laundered ones. However, Towel should be changed daily with laundered ones in the occupied room. Woollen Blanket once in six months, Table cloths twice in a week and cloth napkins as per usage shall be changed with laundered ones.

- j) Dining Halls, Corridors, Lounges are to swept and mopped with disinfectants regularly so that they are maintained clean always.
  - k) Everyday night, after cooking activities, the kitchen floor should be thoroughly washed and mopped. The cooking ranges, preparation table etc., shall also be cleaned neatly.
  - l) Waste foods and other debris collected from kitchen. Dining halls, rooms etc, shall be deposited at bins provided for that purpose.
  - m) All rooms are to be cleaned with high quality disinfectants. Rooms should be dusted, swept and mopped with quality disinfectants.
  - n) Keeping the floors, toilets(including the common toilets), etc., in a neat and tidy condition at all times of the day Removing of cobwebs, cleaning of interior and exterior walls, roof top, cleaning of doors and windows, vacuum cleaning of carpets and mopping of floors as and when required but not less than once a week for interior items and roof tops and once in 3 months for exterior walls.
  - o) Scope of work includes engagement of MTS around the clock on each day during the contract period.
- (iii) The contractor shall inspect, as a part of the housekeeping and maintenance work, the water supply points, plumbing installations, toilets, electrical light and fan points, tower bolts, locks and keys of the wooden cupboard of the room as also room air conditioners, battery to the wall clock and in the remote control of the TV sets in the Guest House and bring to the notice of the Guest House Manager/authorized representative in the event of any defects/damages so that the same could be attended to immediately.

Areas to be covered under Housekeeping

- a) All the rooms & Toilets of Guest House
- b) Bachelors Hostel (Rooms and Corridor)
- c) GET Hostel (Rooms and Corridor)

#### Role & Responsibilities under Laundry

To render all laundry services at high standards for guests house belongings To render all laundry service at high standards for staying guests.

- a) The Contractor shall ensure proper and timely laundry services for the guesthouse.
- b) The Contractor may bring his own washing equipment if required, and provide detergents for laundry washing.
- c) IREL shall provide water and electricity along with adequate space.
- d) The expenses towards laundering services shall be the Contractor's account. However, the contractor shall charge from the guests for washing and pressing of guests clothes at mutually agreed rates.
- e) Washing, pressing and dry cleaning should be of a standard quality
- f) The contractor will bear the cost of washing, pressing and dry cleaning of bed linen, towels and woollen blankets etc.,
- g) Dry cleaning of woollen blankets and window curtains to be done at least once in a months.
- h) Contractor shall maintain register for laundry and the record is to be enclosed with monthly bills for claiming laundry bill.

LAWN/GARDEN MAINTENANCE

#### **Manpower Requirement**

- **One MTS for IREL, OSCOM Guest**

#### **House. Role & Responsibilities under Lawn/Garden Maintenance**

To maintain the flower plants, indoor plants and trees available in the guest house premises. The scope of services includes the following:

- a) Watering the flower plants, indoor plants and trees.
- b) Maintaining the lawn and the garden at the guesthouse.
- c) The lawn/garden should be cleaned daily by removal of dried leaves; wastes etc and grass should be cut regularly to restrict the extra growth of grass.
- d) Clearance of wild growth in open area is to be carried out by spade/sword regularly to make the surrounding area of the building clean and pleasant.
- e) Scope of work includes engagement of minimum manpower of one MTS in General-shift, on each day during the contract period of guest house.
- f) Decorative plants to be provided and placed would be the responsibility of the contractor. The contractor would have to perform all odd jobs related to gardening in the Company.

#### GENERAL ADMINISTRATION

Coordinating with respective departments of IREL for smooth running and maintenance of IREL, OSCOM, Guest House. The scope of includes the following:

- a) Guest Occupancy Register provided by the IREL shall be kept safely.
- b) An attendance registers to be maintained for the attendance of the staff and duty roster to be displayed prominently. A file to be maintained for preserving the room reservation slips.
- c) Both room rent and boarding bill books are to be maintained.
- d) Assets, Spares and Stores to be maintained by the Contractor to ensure the safe custody of company's properties in each room. This is subject to periodical verification by the concerned authorities of the Company. Hence, the Contractor shall assume full responsibility for maintaining all Company's property in its care, custody and control. In case of any shortage/breakage, the Contractor is liable for replacement of the same at his cost or else IREL will deduct the actual cost of shortage/breakage from the contractor's bill.
- e) The Contractor shall perform all the work specified in the tender in a thorough, efficient, professional manner with due diligence and care according to industry norms and standards, in conformity with applicable local laws and regulations and Company's own procedures and instructions. The Contractor shall perform the Service to the satisfaction of the Company and if any shortcoming is found, then on instruction the Contractor shall rectify the shortcoming immediately.
- f) In case of Company's guests, the Contractor shall raise bill for boarding part alone and get the same signed by the guest and required to submit both lodging and boarding bills on weekly basis and retain copy of boarding bills to claim reimbursement along with other bills
- g) In case of paying guests, the Contractor shall collect the money from the guest and deposit the amount collected against lodging and boarding bill to IREL cash office once in every week, retaining a copy of boarding bill with the contractor to reimburse it along with monthly bills.
- h) The contractor shall comply with all statutory requirements/amendments issued from time to time.
- i) Hygiene standards: The Contractor should ensure the personnel hygiene of the workers employed by him and ensure periodical medical checkup as per the norms of the Factories Act AND Mines Act.
- j) The garbage shall be removed and placed in designated place on daily basis.
- k) The contractor has to provide uniform for workman The Uniform shall be kept in neat, tidy and wearable condition.
- l) The failure to employ adequate number of person resulting in sub standard service will be considered as breach of the terms and conditions under the agreement.
- m) No contract staff below the age of 26 (twenty six) years shall be employed at the work.

- n) In respect of all workers directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall at his own expense arrange for all the safety provisions as per safety codes as applicable.
  - o) In case, the cutlery or any other item issued to him are damaged due to misuse by the caterer, he will arrange for to repair/replace the same at his cost failing which the repairs of the same will be got done by IREL and the cost will be debited to his bill.
- In case of IREL employees on official tour, the contractor shall prepare lodging bill in triplicate as per the employee cadre. The original should be given to the employee,
- p) duplicate to IREL (to prepare and submit consolidated statement every month) while retaining the boarding bill amount for the boarding facilities provided by the contractor.

#### Facilities provided by the IREL:

- a) Kitchen equipment like gas stoves, empty LPG cylinders (Cost of LPG shall be borne by the contractor) grinder, refrigerators, etc,
- b) Furnishing and Furniture in rooms, dining halls, lounges, office rooms, etc.
- c) Electricity and Water. Exclusively for the purpose of running and maintenance of guest hose
- d) One Rest Room will be provided to contractor's personnel for use during their working hours. Accommodation for staff in IREL premises will be provided on chargeable basis and subject to availability.

The Contractor is at liberty to visit the Guesthouse before submitting his offer.

- a) All the available capital equipment will be given as-is, where-is condition. If any specific requirement for such equipment is there from the Contractor's side, IREL will decide on case-to-case basis.
- b) Any loss, theft, damage or breakage of the items entrusted to the Contractor will be borne by the Contractor.
- c) The Contractor will have full responsibility of proper upkeep, maintenance and custody of the furniture, fittings and appliances etc, handed over by the company.
- d) All the items supplied by the company at its expense for the purpose of running Guest House will be company's property for all intents and purposes.
- e) The losses due to breakage / theft / damage or loss of any such materials / equipment / fixtures / furniture or damage due to poor and reckless handling shall be recovered from the Contractor at full cost. In regard to natural wear and tear of any such item, the decision of the company shall be final and binding on the Contractor.

#### PERSONNEL

The Contractor shall maintain sufficient Qualified/Trained competent catering Personnel on the job to ensure smooth operation of the services as set forth in the Scope of Work and services. This will include but not limited to:

1. All labour necessary to prepare and serve all food & beverage of different cuisines including continental and to maintain the guesthouse rooms, kitchen, dining halls, corridor, lounge etc., in an immaculate state of cleanliness and hygiene.
2. All necessary Management, supervisory and clerical personnel required as per the scope of work.
3. However, a minimum Man Power Strength as indicated below should be maintained on each day.

#### SPECIFICATION FOR SUPPLY OF MANPOWER

SI No.	Category	Manpower Required (Minimum)			
		A-Shift	G-Shift	B-Shift	C-Shift
1	<b>Manager</b> with minimum 5 years of Industry experience and Diploma/Degree in Hotel Management and Catering Technology from recognized Institute or Catering College. Fluency in English, Hindi and at least one local language is essential.	-	1	-	-
2	<b>Cook</b> should have minimum 5 years' experience in a reputed hotel, large canteens, establishment or Institution. Certificate in Cooking. At least 3 years' experience in Hotel/Restaurant/Institutes. Should be able to prepare North / South / North East Indian & Continental Dishes, Min. qualification VIII passed	1	-	1	-
2	<b>Multi tasking staff (MTS)</b> should have minimum 3 years' experience in a reputed hotel, large canteens, establishment or Institution. Min. qualification VIII passed	2	3	2	1
<b>Total strength required each day</b>		<b>11 No's</b>			

### **Verification of character and antecedents of Contractual Manpower**

- (i) Undertaking from the Contractor that the character and antecedents of the person(s) proposed to be deployed by them is/are impeccable.
- (ii) Undertaking from the Contractor that they have scrutinized the previous working of the person(s) proposed to be deployed by them and there is nothing adverse as regards his/her character and antecedent.
- (iii) Along with the above mentioned undertakings, the Contractor will provide certified photocopies of Police verification certificates for inspection by the authorized representative of IREL.

### **1.1 Session Timings**

- **Morning Tea to be supplied to rooms 05.30-07.00**
- **Breakfast 07.00-09.30**
- **Lunch 12.30-14.30 (or as required in exceptional cases)**
- **Evening tea 17.30-18.00 (Or as required)**
- **Dinner 20.00-22.00 (or as required in exceptional cases)**

### **3 General Terms and Conditions:**

1. All the available capital equipment will be given as-is, where-is condition. If any specific requirement for such equipment is there from the Contractor's side, IREL will decide on case-to-case basis.
2. Guest Occupancy Register provided by the IREL shall be kept safely.
3. An attendance registers to be maintained for the attendance of the staff and duty roster to be

displayed prominently. A file to be maintained for preserving the room reservation slips.

4. Both room rent and boarding bill books are to be maintained.
5. Assets, Spares and Stores to be maintained by the Contractor to ensure the safe custody of company's properties in each room. This is subject to periodical verification by the concerned authorities of the Company. Hence, the Contractor shall assume full responsibility for maintaining all Company's property in its care, custody and control. In case of any shortage/breakage, the Contractor is liable for replacement of the same at his cost or else IREL will deduct the actual cost of shortage/breakage from the contractor's bill.
6. The Contractor shall perform all the work specified in the tender in a thorough, efficient, professional manner with due diligence and care according to industry norms and standards, in conformity with applicable local laws and regulations and Company's own procedures and instructions. The Contractor shall perform the Service to the satisfaction of the Company and if any shortcoming is found, then on instruction the Contractor shall rectify the shortcoming immediately.
7. In case of Company's guests, the Contractor shall raise bill for boarding part alone and get the same signed by the guest and required to submit both lodging and boarding bills on weekly basis and retain copy of boarding bills to claim reimbursement along with other bills
8. In case of paying guests, the Contractor shall collect the money from the guest and deposit the amount collected against lodging and boarding bill to IREL cash office once in every week, retaining a copy of boarding bill with the contractor to reimburse it alongwithmonthlybills.
9. The contractor shall comply with all statutory requirements/amendments issued from time to time.
10. Hygiene standards: The Contractor should ensure the personnel hygiene of the workers employed by him and ensure periodical medical checkup as per the norms of the Factories Act AND Mines Act.
11. The garbage shall be removed and placed in designated place on daily basis.
12. The contractor has to provide uniform for workman The Uniform shall be kept in neat, tidy and wearable condition.
13. The failure to employ adequate number of person resulting in sub standard service will be considered as breach of the terms and conditions under the agreement.
14. No contract staff below the age of 26 (Twenty Six) years shall be employed at the work.
15. In respect of all workers directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall at his own expense arrange for all the safety provisions as per safety codes as applicable.
16. In case, the cutlery or any other item issued to him are damaged due to misuse by the caterer, he will arrange for to repair/replace the same at his cost failing which the repairs of the same will be got done by IREL and the cost will be debited to his bill.
17. In case of IREL employees on official tour, the contractor shall prepare lodging bill in triplicate as per the employee cadre. The original should be given to the employee, duplicate to IREL (to prepare and submit consolidated statement every month) while retaining the boarding bill amount

for the boarding facilities provided by the contractor.

18. Any loss, theft, damage or breakage of the items entrusted to the Contractor will be borne by the Contractor.
19. The Contractor will have full responsibility of proper upkeep, maintenance and custody of the furniture, fittings, and appliances etc, handed over by the company.
20. All the items supplied by the company at its expense for the purpose of running Guest House will be company's property for all intents and purposes.
21. The losses due to breakage / theft / damage or loss of any such materials / equipment / fixtures / furniture or damage due to poor and reckless handling shall be recovered from the Contractor at full cost. In regard to natural wear and tear of any such item, the decision of the company shall be final and binding on the Contractor.
22. It is to be noted that used soap water/chemicals should not be thrown in the nearby green areas as it is harmful for growth of trees/bushes etc.
23. The contractor shall be responsible for the safety & security of all the items of furniture fixtures, equipment, bed linen, bath towels, locks, buckets, mugs etc. The contractor shall have to hand over all the items provided to him, as indicated elsewhere, to the Company at the time of termination of the contract.
24. The Manager/Housekeeping supervisor appointed by the contractor should be present during any repair/maintenance job carried out in the guesthouse rooms.
25. The contractor should ensure safety of the belongings of the inmates in the Guest house, however, in case of any untoward incidents like theft or loss of any belongings / cash that takes place from the occupant's room due to negligence on the part of the workers employed by the contractor, the contractor would be liable for compensating the loss.
26. The contractor should ensure that the fish aquarium in the IREL, OSCOM Guest house is maintained properly at his own cost. He shall ensure the periodical cleaning/servicing, replacement of fish and supply of the feed on daily basis including filter etc.
27. The contractor shall ensure that workers recruited by him are well qualified and experienced and if need be, the contractor shall arrange for a refresher training to them as per requirement.
28. The OIC reserves the right to ask the contractor to remove and replace any of the workers for their failure to give quality service and the contractor shall be bound to replace the staff members concerned with in a week from the date of such communication.
29. The contractor shall not allot any of the rooms of the guesthouses without the prior approval of the competent authority. In case if the contractor or any of his workers are found to be occupying any of the rooms in the Guest house, the contractor is liable to pay a penalty of Rs.500/- per day per room.
30. All the staff employed by the contractor should be in proper uniform while on duty. The contractor should supply the uniform with colour specifications and pattern approved by the OIC, to the workers at his cost. It should be noted by the contractor that in case any of the workers employed by the contractor are found to be on duty without the uniform, a penalty of Rs.50/- per worker will be imposed and the bill would be proportionately restricted.

31. The contractor shall ensure that toilet papers, soap, Odonil packets, Naphthalene balls, slippers, candle, shaving kit, tooth paste, tooth brush, and matchbox are available in every room at all times.
32. The contractor shall provide mosquito repellent machines with one piece of mosquito mat or liquid ALLOUT at his own expenses in all the rooms of guesthouses daily.
33. The contractor shall keep liquid shoe shine machine (black and brown) in each Guest House at his own cost to be used by the participants.
34. The contractor shall employ an educated, well-behaved, trained and experienced Receptionist for manning the Reception in each of the guest house round the clock, who will attend to all incoming and outgoing calls. The Receptionist should be proficient in English, Hindi and local languages besides being proficient in computer operation.
35. The contractor shall arrange to spread brown papers in the cupboards, drawers of the writing table and the bedside table at his own cost.
36. The contractor shall ensure that there is a good ventilation by keeping the doors and windows of the rooms open every day for 30-60 minutes (whether the room is occupied or not) to prevent accumulation of bad odour and suffocation.
37. The designated manager/Housekeeping supervisor engaged by the contractor should be professionally/technically qualified. The OIC reserves the right to removal of such of the contractor's workers as are found to be unsuitable.
38. The manager of the contractor should be available round the clock in the Guest house / hostel premises for ensuring proper supervision of maintenance and housekeeping services.
39. The contractor shall provide big fruit bowls in the VIP suites and small fruit bowls in VIP guest rooms during the visit of VIP's to the Company. The bowls will be that of the contractor and the cost of providing the fruits will be paid along with the bill of the contractor.
40. The contractor shall be responsible for allotting duties and timings to the workers engaged in the catering and Housekeeping and maintenance of guesthouses.
41. The remuneration payable to the workers engaged in the catering and housekeeping and maintenance of guest houses shall be borne by the contractor and comply with all statutory and mandatory obligations like labour law or other provisions under law for engagement of such workers by his firm. The Company will not have any liability, whatsoever for any injury caused to any of his worker/workers in course of discharge of duties under contract. The contractor will indemnify the company from any loss caused to any third party due to acts of his firm or workers in execution of the contract.
42. The contractor shall indemnify the principal employer (IREL,OSCOM) against any risks and damages arising out of the default on the part of contractor due to his negligence or that of his employee or non compliance of any of statutory rules, regulations etc., as laid down by the government and other statutory authorities from time to time.
43. In case of any disputes between contractor & workers, it is the responsibility of the contractor to settle them amicably and the company will not be a party to them and will not be responsible for any lapses, etc., on the part of the contractor vis-à-vis his workers. If under any circumstances a court awards decree against the company in cases relating to the workers employed by the contractor at the Company, the contractor shall himself make all necessary action in fulfillment

of the decree and the Company as such shall not be liable to take any action. The workers engaged by the contractor will not have any type of claim against IREL and the contractor shall be liable and responsible for compliance of all Labour/statutory laws.

44. A list of qualified workers engaged by the contractor for the company work should be provided giving their names, addresses, qualification and their experience certificates. The contractor should submit photos to the company within a week from the date of acceptance of the offer and issue an identity card under the signature of authorized representative of contractor. Any changes from time to time should be informed to the company, immediately.
45. The contractor will be liable for penalty for deficiency in quality of service, e.g., leaving the rooms and the guest house premises unattended and unclean, failing to maintain hygiene and sanitation in and around the guest houses, and for shortcomings in catering service, e.g., poor quality of the food prepared, supply of insufficient food to the guests or loss/theft of any article due to negligence of his staff/workers, etc. The monthly catering, housekeeping bill raised by the contractor will be proportionately restricted. In case of deficiency or delay in providing the service by the contractor and in case the company on its own provides material or manpower to run the catering, housekeeping and maintenance service satisfactorily, the cost of such material/manpower will be recovered from the contractor.
46. The contractor will not provide food/catering services to any private person without approval of the competent authority and the same shall be subject to payment of charges at the rate as prescribed in this contract.
47. The contractor should ensure that workers engaged by him shall bear good conduct, character, and integrity and their antecedents are to be checked up thoroughly before engaging them.
48. In the event of any absenteeism of the workers engaged by the contractor, a penalty of Rs.500/- (Rupees five hundred only) per worker so absented will be imposed and the same will be recovered out of the monthly housekeeping/catering bill raised by the contractor for payment. The Company reserves the right to check the muster rolls as well as the wages sheets maintained by the contractor at any point of time.
49. If there is any variation in the quality of material used as against the branded items specified in the contract, suitable penalty as may be decided and determined by IREL will be levied while settling the monthly bills.
50. In case it is found that the kitchen/dining halls/rooms/corridor/stores/surrounding areas are not kept in clean and hygienic condition, suitable penalty as deemed fit by OIC will be levied while settling the monthly bill.
51. In the event of any incident of food poisoning, the charges incurred on account of hospitalization of participants/guests/staff members will have to be borne by the contractor.
52. In the event of expired food items used for cooking purpose, a penalty of Rs.2000/- on each occasion will be levied and recovered from the bills of the contractor.
53. The contractor shall submit the bill for the catering, housekeeping and maintenance services provided by him on the first working day of following month, duly signed by him or his authorised signatory and countersigned by the authorized representative of IREL. IREL will pay the charges on submission of the bill.
54. The Contractor shall take the feedback through a Register kept for the purpose, from the

participants/guests/dignitaries regarding catering, housekeeping and maintenance services with a view to offer prompt and efficient services. The OIC will conduct periodical reviews of the complaints/suggestions given by the participants/guests/ dignitaries both in the registers kept in the Guest house and the Evaluation Reports and the contractor will be informed about the shortcomings, if any, for remedial action.

55. Any other aspect/point arising out of the catering, housekeeping and maintenance services to be provided by the contractor, the same has to be resolved through mutual discussions by both the parties.
56. Where a doubt arises as regards the applicability of the contractual terms and conditions or as to the interpretation or application of any of the provisions of this agreement during the validity of the contract period, the decision of the Unit Head thereon shall be final and binding on the contractor.
57. In the event of any question, dispute or difference arising under these conditions or any conditions contained in the order or in connection with this contract, the same shall be referred to the sole arbitration of the Unit Head or some other person appointed by him. The award of the arbitrator shall be final and binding on the parties to this contract.
58. The Contractor shall give a sample of the food items prepared to the authorized officers of the company for test and taste, to check and ensure quality.
59. Extra special items on any special occasion are also to be supplied at short notices.
60. The contractor shall strictly comply with the recommended menu
61. The quality of the ingredients used in the preparation of the food & beverages shall be of a good & standard quality and should be used prior to expiry date.
62. Authorised officer has the right to inspect such articles of food & provisions and also can order discontinuation of usage of such articles of food & provisions which are found to be sub-standard.
63. Pest control in the kitchen, dining hall, stores and service area should be done once in a week by the contractor at his own cost.
64. The contractor shall ensure that the raw materials, i.e., perishables, dry goods, etc., purchased are of best quality/reputed brands and within the expiry date.
65. The contractor shall be solely & wholly responsible for the procurement of all articles of raw material, food products, etc. at his own expense
66. It shall be entirely the responsibility of the contractor to store the material purchased by him in a neat, tidy and hygienic manner in the space provided by the Company at his own risk.
67. The dustbins kept at the area behind the kitchen should be cleared on day-to-day basis and the area should always be kept clean, dry and hygienic. The contractor shall make his own arrangements to ensure that the leftover food and garbage is taken out of the guest house and dumped at a distant place at the end of each day. In case the company garbage disposal system is used after specific permission of the Company, the contractor is liable to pay the rate as prescribed by the Company. In such a case, the contractor shall also segregate the biodegradable and non-biodegradable waste. However, the company reserves the right whether to permit usage of its own garbage disposal system or not.
68. At the time of check-out, to ensure that all the items provided in the room (like Remote of TV etc) are available in the room in case of any missing items the contractor will be solely responsible to replace the same at no extra cost.

69. The contractor shall provide other services not quoted in the tender like supply of ISI branded half litre/one litre **mineral water bottles, soft drinks, Juices bottles/packets, biscuits, tender coconut water, fruit bowls, dry fruits and nuts etc.** The charges for these items will be paid not higher than the printed maximum retail prices
70. The contractor shall ensure that the rooms are cleaned and freshened usually in the absence of the participants/guests, under the supervision of the housekeeping supervisor. The workmen attending to the job should, therefore, have the highest standard of honesty and integrity.
71. To Report non-functional electrical gadgets (Geysers, Fan, lights, AC etc) and other maintenance issues of the rooms as well as common areas to Manager. A register to be maintained for this purpose, room-wise and the same to be brought to the notice of the In charge, Guest house daily through Manager
72. The kitchen i.e. interior walls, roof, gas bank area etc., should be cleaned using required detergents etc., once in two days or as per the instructions of the authorized representative of the IREL.
73. When an occupant of the room desires to check out, the contractor will have to do a discrete room inventory to ensure that no items are missing and in case any item is missing, he has to report to the Manager Manager/authorized representative, immediately.
74. The contractor shall ensure that the keys are collected back when an occupant leaves the room.
75. The Firm shall itself perform its obligation under this agreement and shall not assign or transfer or sub- contract any of its rights and obligations under this agreement to any third party without the prior written permission from competent authority.
76. Removing of cobwebs, cleaning of interior and exterior walls, roof top, cleaning of doors and windows, vacuum cleaning of carpets and mopping of floors as and when required but not less than once a week for interior items and roof tops and once in 3 months for exterior walls.
77. Decorative plants to be provided and placed would be the responsibility of the contractor. The contractor would have to perform all odd jobs related to gardening in the Company.
78. The contractor shall inspect, as a part of the housekeeping and maintenance work, the water supply points, plumbing installations, toilets, electrical light and fan points, tower bolts, locks and keys of the wooden cupboard of the room as also room air conditioners, battery to the wall clock and in the remote control of the TV sets in the Guest House and bring to the notice of the Guest House Manager/authorized representative in the event of any defects/damages so that the same could be attended to immediately.

#### 4.0 RECORDS AND REPORTS TO BE MAINTAINED BY THE CONTRACTOR

Log Book  
Daily / Weekly/ Monthly  
Visitor Register (To be enclosed with Monthly Bills)  
Daily Cleaning Checklist (To be enclosed with Monthly Bills)  
Guest Comment Book  
Machine Checklist  
Check in and Out Reports (To be enclosed with Monthly Bills)  
Key Register  
Attendance Register (To be enclosed with Monthly Bills)  
Medical Box Checklist  
Lost and Found Register  
Menu Card Booklet Grooming  
Register Food Bill book  
Staff Training File  
Staff personal data file  
Staff Orientation File  
Machine Pre-Maintenance service report

#### Food Materials

Agency has to provide various items as per following makes or of its equivalent quality as specified below:-

- Rice-Basmati of Kohinoor/Badsha/Heritage
- Atta-Captain cook/Ashirvad/Annapurna/Pilsburry/Fresh chakki Atta
- Masala-All Masala powder should be Agmark
- Oil-Refined Sunflower oil of postman / Sun drop/Godrej/Sweekar
- Ghee-Britania/Vijaya/Amul / OMFED
- Butter & Cheese-Amul/Britania/OMFED
- Papad-Lilijat/Anil
- Pickles-Priya/Kisan/Maggie/Mothers
- Jams-Kissan/Sil
- Sauces-Magie/Kisan
- Cornflakes-Kellogs/Wake Field
- Fresh Milk-in Polypack from Local Diary Co./AmulDiary
- Tea-Tajmahal/Society/Tata, Twinings, Tettley (both tea bags + packettea)
- Coffee-Nescafe/Bru/Filter
- Rasgulla-Haldiram/KC Das (For special orders)
- GulabJamun-MTR/Maiyya
- Biscuits-5-6 varieties of Britannia/ITC
- Water – Aquafina/Bailey/Kinley

1.2 It is prime responsibility of the Agency to provide excellent catering services as follows:

1. Morning tea/coffee
2. Breakfast
3. Lunch
4. Evening Tea & Snacks
5. Dinner
6. Special lunch and dinner on prior order.

Sl no	DESCRIPTION
1	<p><b>Breakfast:</b>            (a) parotta/Iddly / Rava Iddly / Dosa / Rava Dosa / Masala Dosa / Onion Oothappam / Poori with sabji/ Upma/Vada/Bread slices with jam / butter /2 eggs bread omelet / scrambled egg etc. (Any two of items unlimited quantity to be served with variety chutney and Sambar along with Coffee / Tea / Milk)</p>
2	<p><b>Lunch/Supper – Vegetarian:</b>            1. Plain Roti            2. Plain rice (Sufficient)            3. Dal( Sufficient )            4. Vegetable Curry            5. Bhaja            6.Green Salad            7. Papad            8.Pickle            s            9.Sweet</p>
3	<p><b>Lunch /Supper (Vegetarian)</b>            1. Soup            2. Plain Roti/ poori            3. Plain rice( Sufficient )            4. Dal( Sufficient )            5.Malai Kofta, Butter Paneer Masala/            Navrathan Khorma /Kadai Paneer/            Shahi Paneer / Mushroom( Sufficient )            6.Vegetable curry            7.Bhaja            8.Curd            9.Pickle            10.Green Salad            11.Sweet            12.Banana/Seasonal fruit alternatively</p>

4	<p><b>Lunch/Supper (Non-veg special)</b></p> <ol style="list-style-type: none"> <li>1. Soup</li> <li>2. Plain Roti/ poori</li> <li>3. Plain rice (Sufficient)</li> <li>4. Dal(Sufficient)</li> <li>5. Fish Curry 2 Big pieces/Mutton /Chicken /Prawn(Tiger)-150gms Curry(5 Pieces)</li> <li>6. Vegetable curry</li> <li>7. Bhaja</li> <li>8. Curd</li> <li>9. Pickle</li> <li>10. Green Salad</li> <li>11. Sweet</li> <li>12. Banana/Seasonal fruit alternatively</li> </ol>
5.	<p><b>VIP Lunch/Supper (Non-veg special )</b></p> <ol style="list-style-type: none"> <li>1. Paneer Pakoda (60 gms)</li> <li>2. Chicken Pakoda(5 Medium Pieces 80gms)</li> <li>3. Finger Chips(60gms)</li> <li>4. Vegetable cutlet ( 2 nos) with sauce</li> <li>5. Peanuts ( 50 gms)</li> <li>6. Fish Fry 2 (Big pieces)</li> <li>7. Soup</li> <li>8. Plain Roti/ poori</li> <li>9. Plain rice</li> <li>10. Dal</li> <li>11. Fish Curry 2 Big pieces/Mutton Curry/Chicken Curry/Prawn(Tiger)-150gms</li> <li>12. Vegetable curry</li> <li>13. Bhaja</li> <li>14. Curd</li> <li>15. Green Salad (60 gms)</li> <li>16. Sweet</li> <li>17. Papad 2 nos</li> <li>18. Banana/Seasonal fruit alternatively</li> </ol>

## 11. DAMAGES AND LOSSES

All the equipment's and the items at site stands at the risk and sole charge of the contractor who shall deliver in proper condition at the time of annual stock taking to be done by Manager. Any shortfall shall be immediately made good by the contractor by replacement. If the same is not replaced within one month of stock taking, the amount shall be recovered from the dues/bills of the contractor. The contractor or his representative shall be present during the stock taking. If the contractor or his representative does not make them available, the stock taking shall be conducted in their absence, and which will be binding on them. For losses, if any due to natural calamity or any other act of god, beyond the control of either party, IREL will replenish the same, as per obligation mentioned above.

## 12. COMPLAINTS

The contractor shall keep a suggestion box to be provided by IREL to record any suggestion/complaints on performance of services, by the guest and produce to IREL or its representatives for perusal during their visit to ensure that prompt action has been taken on such complaints and measures taken to avoid their re- occurrence. The contractor shall attend to all the complaints and address as early as possible to the satisfaction of IREL. The contractor will provide guest feedback forms in each room and collect it to tabulate/display the observations/feedback, grievances or risk and sit for monthly meetings with IREL/Guest House authorities.

## 13. MISBEHAVIOUR OF EMPLOYEES

The employees of the contractor shall maintain strict discipline and not use any violent, absence or offensive languages while inside the premises. Smoking and consuming alcohol inside the premises is strictly prohibited. In the case of misbehaviour, IREL has the right to terminate the contract. It will be mandatory for the conducting agency to brief their personnel in advance and apprise them of the conduct, expected for them, while working in an institution of national importance. Nothing prevents IREL to advise the contractor about any such issue, or any erring personnel engaged by the contractor, which warrant urgent action, in the interest of work and its fast disposal.

### 1.3 Average Occupancy and boarding details based on 2017-18 data.

Items	Min. per month	Max per month	Avg per month
Occupancy	140	170	155
Break fast	450	600	525
Veg Lunch	100	150	125
Veg Lunch (Spl)	300	350	325
Non-Veg Lunch/Dinner	350	400	375
VIP Lunch/Dinner	050	100	075
Snacks	200	250	225
Tea/Coffee	550	800	675

### **Important Note:**

1. *Since all appliances, electricity and crockery are provided by the Department, the Contractor has to provide the catering services on cost to cost basis and quote the rates in a very prudent*

manner.

2. *Raw materials used for cooking purposes should be fresh and of good quality. Edible Oil will be of sunflower/ Ground Nut or any other branded oil.*
3. *No extra payment will be made for manpower in procurement of material, service at laundry, service provided for guest amenities.*
4. *Fresh vegetables/non-veg items from near markets located only to be prepared in the guest house and served to guests. Proper care should be taken for perishable items which will be procured daily on need basis.*
5. *Every day minimum 11 persons are required to be present as per shift schedule with each Shift consisting of 8 hrs duty*
6. *The rates to be indicated above should be inclusive of all statutory liabilities and the wage structure should be in conformity with the latest notified minimum wages. prevailing Minimum Wages fixed by Govt. of India as on 01/04/2018 for employment in Mining industries which is at present rates per day for SW, SSW and USW respectively. Difference in increase of minimum wages will be paid. Payment of minimum wages is mandatory in IREL.*
7. *Quarters accommodation will be provided to the staff on chargeable basis (if quarters are vacant)*

LOT No.	Description	UOM	Qty per month
LOT 01	Service charges in % for Engaging 1 <b>Manager</b> (HSW), 2 <b>Cook</b> (SW) & 8 <b>Multi Tasking staff (USW)</b> . The personals will be paid as per the prevailing minimum wages along with all statutory charges as mentioned in the special conditions of Contract <b>The bidder has to quote only the service charge in % on Rs 26,96,255/- ((1*1011)+(2*868)+(8*580))*365 = Rs 26,96,255/-</b>	%	1
LOT 02	Lumpsum charges per month inclusive of all taxes towards Housekeeping material charges for cleaning the premises & supply of Guest amenities per month (sample soap and shampoo sachet etc) based on average occupancy per month in Rs	LS	1
LOT 03	Supply of uniform to working staff two pairs of uniform annually (4 sets) and one pair of shoes per person inclusive of all taxes.	Set	11
LOT 04	Lumpsum charges per month inclusive of all taxes and towards Laundry services (for linen bed spread towel, pillow cover, blanket etc.) in Rs	LS	1
LOT 05	Charges towards Breakfast inclusive of all taxes and excluding manpower cost in Rs	Plate	525
LOT 06	Charges towards Lunch/Supper – Vegetarian inclusive of all taxes and excluding manpower cost in Rs	Plate	425
LOT 07	Charges towards Lunch/Supper (Non-veg special) inclusive of all taxes and excluding manpower cost in Rs	Plate	375
LOT 08	Charges towards VIP Lunch/Supper (Non-veg special) inclusive of all taxes and excluding manpower cost in Rs	Plate	100
LOT 09	Charges towards Lunch/Supper – Vegetarian inclusive of all taxes and excluding manpower cost in Rs	Plate	150
LOT 10	Charges towards Veg Pakoda/ Chicken Pokoda 100gms inclusive of all taxes and excluding manpower cost in Rs	Plate	100
LOT 11	Charges towards 150 ml Tea/Coffee inclusive of all taxes and excluding manpower cost in Rs	CUP	675
LOT 12	Charges towards Mineral Water (1 Litre) inclusive of all taxes and excluding manpower cost in Rs	Each	100
LOT 13	Charges towards Mineral Water (1/2 litre) inclusive of all taxes and excluding manpower cost in Rs	Each	50
LOT 14	Charges towards cold drinks (300 ml) inclusive of all taxes and excluding manpower cost in Rs	Each	20
LOT 15	Charges towards cold drinks (2 Litre) inclusive of all taxes and excluding manpower cost in Rs	Each	5

**NB : The above quantities are tentative. The actual quantity of individual lot may vary within +/- 10%.**

**Techno- Commercial Terms for response by the participating bidders:**

<b>SI No.</b>	<b>Techno- Commercial Terms</b>	<b>Response</b>
1.	Bidder should carefully study the Technical specifications and General terms and conditions before participating in the tender. All terms and Conditions of the NIT including Corrigendum if any, shall be applicable.	<b>AGREE</b>
2.	Bidder agrees to (i) Not to provide any gift and/ or inducement to any employee of the company in connection with securing/ being granted favour(s) in my/our dealings with the company and its field Unit namely OSCOM at Orissa, (ii) To immediately report any gift and / or inducement sought by any employee of the company in exchange of the company and /or its field Units granting favour(s) to me / us in my / our dealings with the company and or its field units	<b>AGREE</b>
3.	Bidder agrees to execute the work strictly as per the technical specifications and also to comply to the statutory requirements as required for execution of the work.	<b>AGREE</b>
4.	Bidder agrees to upload the documents in proof of meeting the Pre-qualification criteria as called for in the tender.	<b>AGREE</b>
5.	Bidder agrees to Special Conditions of Contract	<b>AGREE</b>
6.	Bidder agrees to upload details of EMD and TDC (if applicable) paid (or) In case Bidder happens to be Central / State PSU or happens to be MSE registered with NSIC and are interested in waiver from EMD submission, relevant self attested scanned copy of certificates like Udyogaadhar , NSIC Registration Certificates etc. are to be uploaded.	<b>AGREE</b>
7.	Bidder agrees to submit the signed scanned copy of the Undertaking and details of bidder as per Annexure – I (points 19 & 20)	<b>AGREE</b>
8.	<b>Contact details i.e.</b> <b>Name &amp; Designation of the Contact person</b> <b>Address</b> <b>Phone no.</b> <b>Email</b>	<b>Remarks</b>

PRICE SCHEDULE

SI No.	Description	UOM	Qty	Total
1	Service charges in % as per technical specification (1*1011+2*868+8*580)*365 = Rs 26,96,255/-	%	1	<b>a</b> (2696255+(2696255*a/100))*1.18
2	Lumpsum charges per month towards <b>Housekeeping material charges for cleaning the premises &amp; supply of Guest amenities</b> as per technical specification	LS	1	a*12
3	Supply of uniform to working staff two pairs of uniform annually (04 sets) and one pair of shoes per person as per technical specification.	SET	11	a
4	Lumpsum charges in Rs per month towards <b>Laundry services</b> (for linen bed spread towel, pillow cover, blanket etc.) in Rs	LS	1	a*12
5	Charges in Rs towards <b>Breakfast</b> as per technical specification.	Plate	525	a*12
6	Charges in Rs towards <b>Lunch/Supper –Vegetarian</b> as per technical specification	Plate	425	a*12
7	Charges in Rs towards <b>Lunch/Supper (Non-veg special)</b> as per technical specification	Plate	375	a*12
8	Charges in Rs towards <b>VIP Lunch/Supper (Non-veg special)</b> as per technical specification	Plate	100	a*12
9	Charges in Rs towards <b>Lunch/Supper – Vegetarian</b> as per technical specification	Plate	150	a*12
10	Charges in Rs towards <b>Veg Pakoda / Chicken Pokoda 100gms</b> as per technical specification	Plate	100	a*12
11	Charges in Rs towards <b>150 ml Tea/Coffee</b> as per technical specification	Cup	675	a*12
12	Charges in Rs towards <b>Mineral Water (1 Litre)</b> as per technical specification	Each	100	a*12
13	Charges in Rs towards <b>Mineral Water (1/2 litre)</b> as per technical specification	Each	50	a*12
14	Charges in Rs towards <b>cold drinks (300 ml)</b> as per technical specification	Each	20	a*12
15	Charges in Rs towards <b>cold drinks (2 Litre)</b> as per technical specification	Each	5	a*12

- Tax should be mentioned in % only
- Evaluation shall be done on overall L-1 basis.
- Since all appliances, electricity and crockery are provided by the Department, the Contractor has to provide the catering services on cost to cost basis and quote the rates in a very prudent manner.
- No extra payment will be made for manpower in procurement of material, service at laundry,

service provided for guest amenities.

- Fresh vegetables/non-veg items from near markets located only to be prepared in the guest house and served to guests. Proper care should be taken for perishable items which will be procured daily on need basis.
- Every day minimum 11 persons are required to be present as per shift schedule with each Shift consisting of 8 hrs duty
- The food quantities mentioned are indicative only and are liable to change as per the requirement.

**INSTRUCTIONS TO CONTRACTOR FOR STATUTORY COMPLIANCES FOR JOB / WORK / LABOUR CONTRACT**

**1.0 Statutory registrations and clearances – Pre-Requisites**

Contractor shall commence the work only after obtaining the following:

- 1.1) Labour License.
- 1.2) Provident fund code no.
- 1.3) ESI code no.
- 1.4) Notice of commencement in Form 6-A & Maintain Register of workers Form-13.

**2.0 Contractor shall ensure following while executing contract.**

- 2.1) Employment card as per Contract Labour (Regulation & Abolition) Act.
- 2.2) Annual leave with wages including National Holiday & Festival holiday.
- 2.3) Leave record register.
- 2.4) Shall engage only adult workers who have attained the age of 18.
- 2.5) Work to be done on second/third shift, overtime, Sundays or on other declared holidays with written permission.
- 2.6) Obtain insurance cover for his employees/equipments, tools etc & third party insurance coverage at his own cost.
- 2.7) Remit Provident fund contributions in prescribed 3A & 6A forms.
- 2.8) ESI contributions in Form 6.
- 2.9) Submit challans of PF & ESI contributions every month.
- 2.10) Provide Personal protective equipments for his employees.
- 2.11) Distribute wage slip each month to his employees
- 2.12) Ensure payment as per minimum wages act, 1948 in presence of HRM and concerned dept representative.
- 2.13) Uniform to labours if provided by the Contractor, it must be different from IREL (India) Limited employees.

**3.0 Appointment and termination of workers by contractor**

- 3.1 Contractor shall make appointment of his Employees only for a specific period and same shall be recorded in employment card.
- 3.2 Contractor shall have the sole discretion to decide on employing, rewarding or terminating the services etc. of his employees. However, his employees must possess such qualifications, experience, age requirement and medical and physical standards as required for the work awarded to the contractor.
- 3.3 In case of termination of services of any employee of contractor, the contractor will ensure that wage payment and other dues to his employee is made within 48 hours of termination of services of such employee. While termination of the services of any of his employee, the contractor will discharge all formalities as per the Industrial Dispute Act such as payment of retrenchment compensation and gratuity as due and admissible.

**4.0 Leave with wages**

- 4.1 Contractor shall allow Annual leave with wages as under Mines Act.
- 4.2 One-day leave for every 20 days of work performed during preceding calendar year after completing 240 days of service in preceding calendar year.
- 4.3 Un-availed leave can be carried forward to next Calendar year but carry forward should not exceed 30 days. Leave should not be taken more than 3 times in a Calendar year and for which application before 15 days should be made.
- 4.4 In addition, festival and National Holidays shall also be availed by employee of contractor during the Calendar year as per the holidays declared by the IREL (India) Limited.
- 4.5 Contractor shall maintain leave record register.

**5.0 Attendance Card**

5.1 Contractor has to provide attendance card to his employee who will obtain endorsement of time of arrival at the work place and time of leaving the work place. The contractor shall maintain Attendance card which will be retained by his employee and will be handed over to the contractor after the end of each wage month.

**6.0 Statutory obligations**

6.1 Contractor shall engage only adult workers who have attained the age of 18 years and female workers shall not be employed between 7 PM to 6 Am on all days including Sundays and Holidays.

6.2 Contractor shall observe local laws. As far as possible unskilled workers shall be engaged from the local areas only in which work is being executed.

6.3 Contractor shall not employ any inter-state migrant workmen as defined in the Inter-State Migrant Workmen Act in the establishment except by prior permission of the Principal Employer.

6.4 Contractor shall observe Provisions of the Mines Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee.

6.5 In case a contractor employs women as his employee, he will discharge his obligation under law in respect of such women workers such as prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of creche facility, grant of maternity leave as per rules etc.

6.6 Payment of bonus under the Payment of Bonus Act, Payment of gratuity under the payment of Gratuity Act, will be the sole responsibility of the contractor.

**7.0 PF & ESI Contribution & Returns**

7.1 Contractor shall remit Provident fund contribution of employee's together with Employer's within 15 days from the date of disbursement of wages to his employee. Monthly and annual returns in 3A & 6A prescribed forms should be submitted to the RPFC office. Present rate of employer share of PF is 13.61% and employee share is 12%.

7.2 Contractor shall remit ESI contributions of employee's together with employer's within 21 days of the last day of the calendar month in which the contribution falls due and shall send a return of contribution in Form 6 before 12<sup>th</sup> May and 12<sup>th</sup> November of every year along with receipted challans to ESI office. Present rate of employer share is ESI 4.75% and employee is 1.75%

7.3 Contractor shall submit a copy of latest PF& ESI returns and inspection reports from statutory authorities alongwith a copy of challans for having deposited PF & ESI contributions every month.

7.4 Contractor shall submit following Certificate for each contract separately every month.

"It is certified that PF challans of the amount ----- pertains to my workers whose names are appearing in the wage sheet of the month ----- and these workers are engaged in -----  
---- (type of work) against work Work order no. ----- in ----- (name of department).

Signature of Contractor

**Note: - Similar certificate shall be submitted for ESI also.**

7.5 Contractor shall fully comply all other formalities as per the PF & ESI statutory provisions and submit a copy of the same for replying to statutory authorities in case of any complaints.

**8.0 Medical care in case of accident**

8.1 It is the responsibility of contractor to undertake necessary care and make arrangement for transportation and treatment of his employee at ESI Hospital or any tie up hospitals of ESIC.

8.2 Contractor should assist and guide his employees for claiming lawful benefits from ESI.

## 9.0 **Supervision**

Contractor shall employ adequate number of competent and qualified supervisors to supervise and control his employee at the work spot during execution of work for effective supervision. They will also identify their employee and regulate entry at gate at the time of entering and leaving the factory. Name and address of the Supervisor shall be submitted to the concerned department by the contractor.

## 10.0 **Payment of wages**

10.1 Payment shall be made by the contractor to his employees as per their category & nature of work, which shall not be less than the rates declared from time to time under Minimum Wages Act, by Govt. of India.

10.2 Over and above the daily wage rate, payment shall be made for leave with wages.

10.3 Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorised representative of contract operating division who shall record under his signature at the end of entries in the Register of wages in the following form

“Certified that the amount shown in column no. .... has been paid to the        workers concerned in my presence on date ..... at time.....”.

Signature of representative

10.4 Contractor shall distribute wage slip to his employee one day before the monthly wage payment date.

## 11.0 **Safety and disciplinary action**

11.1 Contractor shall ensure that his employee does not indulge in any unsafe or        hazardous practices. They use safety equipment such as safety belts, safety shoes, goggles, helmet and masks where use of such equipment is required in day-to-day operations. All such safety gadgets will be provided by the contractor failing which the contract operating division will provide safety equipment to such employee of the contractor at the cost of the contractor to be recovered from his bills. Contractor shall fully indemnify IREL (India) Limited against any claim for damages for injury to person or property resulting from such accidents.

11.2 Contractor to ensure that employee deployed in the premises is physically and mentally fit and do not have any criminal record.

11.3 Contractor will be responsible for good conduct of his employees. In case of misconduct, contractor shall take prompt disciplinary action as per "Model Standing Orders" on the advise of Contracting officer.

11.4 Contract awarded is liable for termination for any contravention of statutory provisions or any other reasons without assigning any explanation or notice to the contractor.

11.5 Contractor shall fully comply provisions of various applicable labour laws.

## 12.0 **Records & information to be furnished by contractor**

12.1 Contractor shall maintain neatly, completely and legibly registers, records, reports and returns for inspection by various authorities at short notice.

12.2 Contractor shall submit the details of work awarded to him by other departments indicating work order No., nature of work and maximum number of workers employed etc.

12.3 Contractor shall provide information as required in respect of all of his employees employed by him to enable the Contract operating division to monitor compliance of P.F./ESI and also to enable him to furnish information to Ministry and Labour deptt. as may be required.

12.4 Contractor shall provide full particulars of each employee employed by him before start of the work and from time to time. He will also endorse a copy of returns furnished by him to the Labour Department under the Contract Labour (Regulation and Abolition) Act 1970 .

## 13.0 **Compliance of Statutory provisions**

Contractor shall fully comply provisions of the following enactments and other enactments as applicable for such contracts.

- Contract Labour (R&A) Act 1970 and rules 1971.
- Payment of Wages Act.

- Minimum Wages act 1948, M.P. Rules 1958.
- Employees State Insurance Act 1948, Rules and Regulations 1950.
- Employees Provident Fund Act 1952 and Pension Scheme 1995.
- Workmen's Compensation Act 1923.
- Maternity Benefit Act 1961.
- Equal Emolument Act 1976.
- Payment of Bonus Act 1963,
- Inter State Migrant Workmen Act
- . Industrial Disputes Act,1947

### **GUIDE LINES IN CASE OF ACCIDENT**

#### **A) Steps to be followed**

- 1) Locate the contractor & also inform Welfare Department with the full details of the injured person and accident.
- 2) Take the injured person immediately to OHC for first aid
- 3) The contractor should report the accident in form 16 to Manager (ESI), Berhampur within 24 hours of accident.
- 4) After First aid treatment, the contractor should immediately take his employee for further treatment & admission at ESI Hospital, if required.
- 5) Contractor should inform the concern deptt. & Welfare Department in case where absence is more than 48 hours.
- 6) Contractor should inform the date of joining to the Welfare Department of IREL (India) Limited for informing the statutory authority.

### **Additional clauses to be complied by as per Recommendations of 10<sup>th</sup> National Conference on Safety in Mines, 2007.**

#### **Responsibilities of Contractor:**

1. Maintain registers of form-D and form-E under Mines Rules, 1955 for all the employees and produce before the Welfare Section.
2. Prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk and safe methods to deal with it/them.
3. Provide copy of the SOP to the Engineer/Officer In-charge who shall be supervising the contractor's work.
4. Keep an up to date SOP and provide a copy of changes to the Engineer/Officer In-charge.
5. Ensure that all work is carried out in accordance with the Statue and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner.
6. For work of a specified scope/nature, develop and provide to the Engineer/Officer In-charge a site specific Code of Practice (COP).
7. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring the compliance all safety laws by the sub or sub-sub contractors.
8. All persons deployed by the contractor for working in mine must undergo vocational training (VT), initial medical examination (IME), periodical medical examination (PME). They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of VT & IME.
9. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. If contractor is unable to provide, owner, agent and manager of the mine shall provide the same.
10. The contractor shall submit by post to SMS returns indicating – (i) Name of his firm, (ii) Registration number, (iii) Name and address of person heading the firm, (iv) Nature of work, (v) type of deployment of work persons, (vi) Number of work persons deployed, (vii) how many work persons hold VT Certificate, (viii) how many work persons undergone IME and (ix) type of medical coverage given to the work persons. The return shall be submitted quarterly by 10<sup>th</sup> of April, July, October and January for contracts

of more than one year. However, for contracts of less than one year, returns shall be submitted monthly. A copy of the return is to be submitted to Engineer/Officer In-charge of M/s IRE Ltd. and Mines Manager of M/s IRE Ltd.

Address of SMS, Bhubaneswar Region

**Director of Mines Safety, Bhubaneswar Region,**  
**Plot No.L-1, Nayapalli, Near Swosti Plaza Hotel,**  
**PO : RRL Campus, Bhubaneswar-751013**

**Responsibilities of Employees engaged by the Contractors :**

1. An employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
2. An employee must, while at work, co-operate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

**Additional clauses to be complied by Employer, Contractor and Employees engaged by the Contractors as per recommendations of 11<sup>th</sup> National Conference on Safety in Mines, 2013.**

1. IREL (India) Limited reserves the right to enforce the requirement of statute/circulars issued by Directorate General of Mines Safety (SMS), Dhanbad issued from time to time subsequent to the finalization of Order based on the present NITs also.
2. The contractor shall not employ or terminate his worker without the knowledge of the mine management.
3. Payment to contractor's workers including leave with wages shall be made through bank only.
4. In case of non-routine type of work in the mine, a Work-Permit system outlining the precautions to be adopted, SOPs, supervision, persons responsible for the job, etc. shall be adopted.

**FORMAT – I**

**BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT**

(To be executed on Stamp paper not less than Rs.200/- (Rupees Two Hundred only) or as per appropriate Stamp Act.)  
(To be issued by approved Scheduled Banks)

In accordance with Notice Inviting Tender (NIT) No. \_\_\_\_\_ Dated \_\_\_\_\_ for the work of \_\_\_\_\_ (herein after referred to as "the said Works") for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), under \_\_\_\_\_ OSCOM unit of M/s IREL (India) Limited, a company incorporated under Indian Companies Act, having its registered office at Plot No.1207, ECIL building, Opp. to Siddhivinayak Temple, Veer Savarkar Marg, Prabhadevi, Mumbai – 400028, India (herein after referred to as IREL (India) Limited), M/s \_\_\_\_\_ Address \_\_\_\_\_ [Herein after referred to as Contractor (s)] wish /wishes to participate in the said tender and a Bank Guarantee for the sum of Rs. \_\_\_\_\_ (in words) valid for a period of \_\_\_\_\_ days (in words) is required to be submitted by the Bidder towards the Bid Security.

We the \_\_\_\_\_ Bank (hereinafter called the said Bank) do hereby undertake to pay to IREL (India) Limited, the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) by reason of the said tenderer's failure to enter into an agreement of contract on intimation of acceptance of his tender and/or to commence the contract works and/or failure to deposit the security deposit within the stipulated period as per the terms and conditions relating to and/or governing the contract and/or specified in the Notice Inviting Tender (NIT). We also agree that any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We also agree that notwithstanding any dispute or difference or any litigation in respect of or arising from the said contract and/or the acceptance of the tender of the tenderer afore stated by IREL (India) Limited including the question as to the tenability of the claim of the IREL (India) Limited for forfeiting the Earnest Money being the Bank Guarantee herein, we shall forthwith pay the said amount to IREL (India) Limited on demand being made as aforesaid.

We \_\_\_\_\_ Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for entering into an Agreement of contract and that it shall continue to be enforceable till all the dues of the IREL (India) Limited under the terms and conditions of the NIT for the work have been fully paid and its claims satisfied or discharged or till IREL (India) Limited certifies, that the terms and conditions of the NIT have been fully and properly carried out by the said tenderer and accordingly discharges the guarantee.

We \_\_\_\_\_ Bank further agree with the IREL (India) Limited that the IREL (India) Limited shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the NIT and/or terms and conditions governing the contract or to extend the time of validity of the offer from the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by the IREL (India) Limited against the said tenderer and to forbear or enforce any of the terms and conditions of the NIT and we shall not be relieved from our liability hereunder by reason of any such variation, or extension being granted to the said tenderer or for any forbearance, act or omission on the part of the IREL (India) Limited or any indulgence by the IREL (India) Limited to the said tenderer or by any such matter or thing whatsoever which under the law relating to surety/guarantee would but for this provision have effect of so relieving us.

We \_\_\_\_\_ Bank do hereby further agree that any change in the Constitution of the said tenderer or the Bank will not affect the validity of this guarantee.

We \_\_\_\_\_ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the IREL (India) Limited in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2017

\_\_\_\_\_ Bank

(Signature with name in Block letters with designation,  
Attorney as per power of Attorney No. \_\_\_\_\_ dt. \_\_\_\_\_)

Bank's Common seal

FORMAT – II

**BG FORMAT FOR SECURITY DEPOSIT**

(To be executed on non-judicial stamp paper of Rs.200/- (Rupees Two Hundred only) or as per appropriate Stamp Act.)

WHEREAS on or about the \_\_\_\_\_ day of \_\_\_\_\_ M/s \_\_\_\_\_ (Tenderer's name & address), having its registered office situated at \_\_\_\_\_ (Postal address) (herein after referred to as 'The Tenderer') entered into a contract bearing reference no. \_\_\_\_\_ dtd. \_\_\_\_\_ with \_\_\_\_\_ OSCOM unit of M/s IREL (India) Limited, a company incorporated under Indian Companies Act having its registered office at Plot No.1207, ECIL building, Opp. to Siddhivinayak Temple, Veer Savarkar Marg, Prabhadevi, Mumbai – 400 028, India (herein after referred to as IREL (India) Limited), for \_\_\_\_\_ (details of order) (herein after referred to as 'The Contract').

AND WHEREAS under the terms and conditions of the contract the tenderer is required to keep with IREL (India) Limited a security deposit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) or submit a Bank Guarantee in lieu of cash deposit for the fulfillment of the terms and conditions of the contract, and whereas the supplier has chosen to submit a Bank Guarantee.

We \_\_\_\_\_ Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from IREL (India) Limited stating that the amount claimed is due by way of loss or damage caused to or that would be caused to or suffered by IREL (India) Limited by reason of breach of any of the terms and conditions of the said contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee.

We undertake to pay to IREL (India) Limited any money so demanded notwithstanding any dispute or disputes raised by the tenderer in any suit or proceeding pending before any court or tribunal relating thereto, our liability under these present being absolute and unequivocal.

The payment so made by us under this guarantees shall be valid discharge of our liability for payment thereunder and the tenderer shall have no claim against us for making such payment.

We \_\_\_\_\_ Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of IREL (India) Limited under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till IREL (India) Limited certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said tenderer and accordingly discharges this Guarantee. Our Guarantee shall remain in force until \_\_\_\_\_ and unless a demand or claim under this guarantee is made on us in writing within six months from the expiry of the Guarantee period, we shall be discharged from all liability under this Guarantee thereafter.

We \_\_\_\_\_ Bank, further agree that IREL (India) Limited shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by IREL (India) Limited against the said tenderer and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contract or for any forbearance, act or omission on the part of IREL (India) Limited or any indulgence by IREL (India) Limited to the said tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant.

We \_\_\_\_\_ Bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of IREL (India) Limited in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2017

\_\_\_\_\_ Bank

**PERFORMANCE BG FORMAT**

WHEREAS on or about the \_\_\_\_\_ day of \_\_\_\_\_ M/s \_\_\_\_\_ (Tenderer's name & address), having its registered office situated at \_\_\_\_\_ (Postal address) (herein after referred to as 'The Tenderer') entered into a contract bearing reference no. \_\_\_\_\_ dtd. \_\_\_\_\_ with \_\_\_\_\_ OSCOM unit of M/s IREL (India) Limited, a company incorporated under Indian Companies Act having its registered office at Plot No.1207, ECIL building, Opp. to Siddhivinayak Temple, Veer Savarkar Marg, Prabhadevi, Mumbai – 400 028, India (herein after referred to as IREL (India) Limited), for \_\_\_\_\_ (details of order) (herein after referred to as 'The Contract').

AND WHEREAS the Agreement provides that the tenderer shall furnish a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being \_\_\_\_% (\_\_\_\_\_percent ) of the total agreement value as Guarantee for the due fulfillment by the tenderer of the terms and conditions contained in the Agreement, the guarantee remaining valid till the completion of the guarantee period.

We \_\_\_\_\_ Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from IREL (India) Limited stating that the amount claimed is due by way of loss or damage caused to or that would be caused to or suffered by IREL (India) Limited by reason of breach by the said tenderer of any of the terms or conditions contained in the said Agreement or by reason of the Bidder's failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

We undertake to pay to IREL (India) Limited any money so demanded notwithstanding any dispute or disputes raised by the tenderer in any suit or proceeding pending before any court or tribunal relating thereto, our liability under these present being absolute and unequivocal. The payment so made by us under this guarantees shall be valid discharge of our liability for payment thereunder and the tenderer shall have no claim against us for making such payment.

We \_\_\_\_\_ Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of IREL (India) Limited under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till IREL (India) Limited certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder and accordingly discharges this Guarantee.

We also agree that interest at the rate of 12% (twelve percent) per annum will be paid by us to the IREL (India) Limited from the date of demand for payment till the actual date of payment made by us.

Our Guarantee shall remain in force until and unless a demand or claim under this guarantee is made on us in writing within six months from the expiry of the Guarantee period, we shall be discharged from all liability under this Guarantee thereafter.

We \_\_\_\_\_ Bank, further agree that IREL (India) Limited shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said tenderer from time to time or to postpone for any time or from time to time any of the distributions exercisable by IREL (India) Limited against the said tenderer and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said tenderer or for any forbearance, act or omission on the part of IREL (India) Limited or any indulgence by IREL (India) Limited to the said tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the bidder.

We \_\_\_\_\_ Bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of IREL (India) Limited in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2017

\_\_\_\_\_ Bank

(Signature with name in Block letters with designation, Attorney as per distribution of Attorney No. \_\_\_\_\_ dt. \_\_\_\_\_)

**ARTICLES OF AGREEMENT**

ARTICLES OF AGREEMENT made at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ between M/s IREL (India) Limited (hereinafter referred to as contractee) and M/s \_\_\_\_\_ (hereinafter referred to as contractor, which expression shall include its successors and assigns) of the other part, WHEREAS the contractee is desirous that certain work should be carried out Viz \_\_\_\_\_ as envisaged in the Tender No: \_\_\_\_\_ and contractee has accepted a Tender by the contractor “\_\_\_\_\_”.

NOW THIS AGREEMENT WITNESSTH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the General Conditions of contract (GCOC).
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
  - 1 Work Order (WO)
  - 2 Letter of intent (LOI)
  - 3 Contractors tender letter no. \_\_\_\_\_ dt. \_\_\_\_\_ to the extent accepted by IREL (India) Limited
  - 4 Special Conditions of contract.(SCOC)
  - 5 Technical Specifications
  - 6 General Conditions of contract. (GCOC)
  - 7 Invitation to Tender (NIT)
3. In consideration of the payments to be made by the contractee to the contractor as hereinafter mentioned, the contractor hereby covenants with the contractee to execute, complete and maintain the works in conformity in all respects with the provisions of the contract.
4. The contractee hereby covenants to pay to the contractor in consideration of the execution, completion and maintenance of the works, the contract price at the time and in the manner prescribed by the contract.
5. The contract will be deemed to have been entered into at IREL (India) Limited, Matikhalo- 761045 (Ganjam) and all cases of action in relation to this contract will therefore be deemed to have arisen within the Jurisdiction of Chatrapur Court, Ganjam District (ORISSA). The contract shall be governed by the Indian Law for the time being in force.
6. The several parts of this contract have been read to us and fully understood by us.

AS WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Signed by the said in the presence of

\_\_\_\_\_  
Contractee (at Matikhalo, Dist-Ganjam, ORISSA)

Signed by the said in the presence of

\_\_\_\_\_  
Contractor (at Matikhalo Dist-Ganjam, ORISSA)