



THE SINGARENI COLLIERIES COMPANY LIMITED
(A GOVERNMENT COMPANY)
HYDERABAD PURCHASE DEPARTMENT
TELANGANA (STATE)

CIN: U10102TG1920SGC000571
e-mail: ID:pd_hyd@scclmines.com
Company Web site: www.scclmines.com

SCCL GST No : 36AAACT8873F1Z1

NOTICE INVITING TENDER

Sub: Providing Allied Services (Attendants) in the office of Singareni Bhavan, Hyderabad for a period of two years – Reg.

Enquiry No:	HY119O0239
Enquiry Date:	15.10.2019
Mode of Enquiry	Open Enquiry
Number of Sources	Single
Due Date & Time for submission of Tenders	21.10.2019 before 3.00 PM
Due Date & Time for opening of Tenders	21.10.2019 after 03.00 PM
Mode of Tendering	Two Cover

1. Tenders are invited from Contractors for Providing Allied Services (Attendants) in the office of Singareni Bhavan, Hyderabad for a period of two years and the period of contract will be extended for one year based on satisfactory performance of the work.
2. **EMD APPLICABLE:** The approximate estimated basic value of the enquiry is Rs.1,62,00,000.00 for a period of 2 years. Bidder shall submit bids with EMD of Rs.1,62,000.00 (Rupees one lakh six two thousand only) and EMD in original in the form of Demand Draft is to be submitted to the Singareni Collieries Company Limited payable at Hyderabad along with Bids. Otherwise bid is liable for rejection.

A. GENERAL INSTRUCTIONS:

1. Bidders are advised to carefully read this NIT Document. Towards acceptance of conditions in NIT, the tenderer is requested to sign on all pages of the Tender document towards their acceptance.
2. SCCL may solicit the bidders consent for extension of the period of validity of the bid and EMD. The request and the responses there to shall be made by letter, fax or e-mail. Bidders accepting the request are not permitted to modify the bid.
3. SCCL reserves the right to seek clarifications in respect of the bids / supporting documents etc. from the bidders by letter/e-mail/fax.
4. Sealed tenders with our enquiry number and date clearly marked on the cover can be dropped in the tender box in the Company Purchase office at Hyderabad or can be sent by post or courier before the due date and time. Fax quotations are not accepted. M/s. SCCL will not, in any way be responsible for any postal delay.
5. (A) The terms and conditions of the tender are divided into two parts i.e. Part 'A' and Part 'B'.
 - a. Part 'A' contains technical & commercial terms and conditions.
 - b. Part 'B' contains wages and conditions.

(B) Submission of offers:

- i. The Tenderer shall submit bids in two parts i.e., TECHNICAL & COMMERCIAL BID AND PRICE BID in two sealed covers (i.e. Cover 'A' & Cover 'B') as detailed below, superscribing enquiry number, due date of opening of the tender and name & address of the Tenderer.
 - Cover 'A' shall contain copy of the whole tender document duly signed by the Tenderer in all the pages to indicate that the Tenderer has gone through the whole tender document, to acquaint himself with the work involved and accepting to all terms & conditions mentioned in the NIT. All the required details with supporting documents are to be submitted.
 - Cover 'B' shall contain Annexure – I, II & III mentioned at Page No.17, 18 & 19 respectively duly signed by the Tenderer.
 - ii. Above two covers which are individually sealed and superscribed as mentioned above shall be kept in another sealed cover, superscribing enquiry number, due date of opening of the tender and name & address of the Tenderer.
6. Right to Reject the Offers/Cancel the Tender: SCCL reserves the right to reject any or all the offers without assigning any reason and to cancel the tender at any stage before release of order / award of contract. The decision taken by SCCL in this regard shall be final.

7. CORRESPONDENCE/DISPUTES DURING ENQUIRY STAGE: No correspondence / disputes will be entertained before placing order and the decision of the SCCL shall be final. However In case of any un-resolved dispute or difference of opinion arising between SCCL and the successful tenderer in respect of manner of execution or anything connected with the work, not specifically provided for hereunder or in respect of meaning of any clause of the terms and conditions of Tender document shall be resolved by arbitration.

8. EARNEST MONEY DEPOSIT (EMD):

a. Submission of EMD:

The EMD shall be Rs.1,62,000.00 (**Rupees one lakh six two thousand only**).

Tenderer shall submit bid along with EMD. Bid submitted without EMD will be summarily rejected. The EMD shall be paid in the form of Demand Draft drawn on any Nationalized/Scheduled Banks located in Hyderabad in favour of The Singareni Collieries Company Limited, payable at Hyderabad, Hyderabad District (Telangana State).

- i. No interest will be paid on the EMD.
- ii. EMD of unsuccessful bidders will be refunded immediately after the bidder is declared unsuccessful.
- iii. EMD of successful bidder will be refunded after faithful execution of the order.
- iv. EMD paid against earlier enquiry(ies) will not be adjusted for the current enquiry.

There is no exemption in submission of EMD for any category of Bidders.

b. Forfeiture of EMD:

EMD of the Bidder will be forfeited in the following circumstances:

- i) Withdraws the offer during validity / extended validity period.
- ii) Changes the terms and conditions of the offer during validity / extended validity period.
- iii) Does not accept the LOI/Order placed within the offer validity period / extended validity period, in accordance with terms & conditions of NIT, offer & negotiations.
- iv) Breach of contract during execution, wherever PBG clause is not applicable.
- v) The information/documents submitted by the bidder proved to be false/ incorrect.

9. OFFER VALIDITY:

Bidder shall keep the offer valid for a period of 120 days from the date of opening of the tenders. The offer with less validity period than stipulated is liable for rejection.

10. BIDDER'S DETAILS:

Bidder shall furnish the following information:

- a) Name and address, Phone number, Fax number, e-mail ID and Name of the contact person.
- b) Indicate clearly, the constitution of the bidder i.e., Sole Proprietorship, Partnership, limited liability company etc., together with names of proprietor, partners and directors respectively.
- c) Indicate clearly, if it is a Government company, SCCL ancillary unit. A copy of valid documentary proof shall be enclosed.
- d) Banker's Name and address together with Branch Code and IFSC/RTGS Code.
- e) GST registration and other details to the extent applicable along with documentary evidence.
- f) GST registration and other details to the extent applicable along with documentary evidence.

11. OTHER TERMS & CONDITIONS:

The contractor shall pay not less than minimum wages to his employees deployed at SCCL site, as revised from time to time under the **Minimum Wages Act**, wherever applicable.

- a) The contractor shall contribute towards Provident Fund for his employees deployed at SCCL site, at the rate as revised from time to time under **The Employees Provident Fund and Misc. Provisions Act-1952**, wherever applicable.
- b) The contractor shall pay bonus as prescribed under payment of **Bonus Act**, wherever applicable, subject to a minimum as per law in the absence of adequate profits.
- c) Without prejudice to the Contractor's liabilities under the General conditions of Contract (GCC), the contractor shall at his own cost and initiative at all times up to the successful completion of the contract take out and maintain Insurance cover from any Nationalized insurance Company in India under the **Workmen's Compensation Act** and any other Industrial legislation applicable from time to time in the State of TELANGANA providing for payment of compensation to workmen in the event of death, injury or accident to workmen in the course of or in connection with employment, such policy(ies) in-respect of Workmen Compensation, Insurance to be of value of not less than that of amount as per workmen compensation act. Should the contractor fail to take out and / or keep in force insurance as provided for in the foregoing sub-clauses, the owner shall be entitled (but without obligation to do so) to take out and keep in force such insurance(s) at the cost and expenses of the contractor in all respects, and without prejudice to any other rights and remedy of the owner in this behalf to deduct the costs and premium incurred therefore from amount becoming due to contractor from time to time.
- d) The contractor shall obtain **Labour Licence** from Assistant Labour Commissioner (Central) of the area as required and a copy of the same to be submitted to SCCL.

- e) The contractor shall not **Sub- Contract** the work in whole or part without obtaining the prior written consent of SCCL. The contractor shall, notwithstanding the consent and assignment, remain solely liable and responsible to SCCL, for and in-respect of the due performance of the contract and the Vendor's obligations there under.

12. LAWS APPLICABLE:

The contract shall be governed by the Laws of Indian Union for the time being in force.

13. INDEMNITY:

The supplier shall at all times indemnify the Singareni Collieries Co. Ltd., against all claims which may be made in respect of the Stores for infringement of any right reflected by the patent registration of design or trade mark shall take all risk of accidents of damage which causes failure of the supply.

14. ARBITRATION:

Normally all disputes should be settled by negotiations between the Company and the concerned parties. In case any dispute/difference is not settled through negotiations, the respective parties can seek remedy by Arbitration by invoking the same within 120 days of dispute.

- (a) The Arbitrator(s) will be appointed to resolve the disputes between the parties. The Chairman & M.D. of the S.C.Co.Ltd., is having absolute power to appoint a single Arbitrator or more than one Arbitrator or to refer the dispute to the Institutional Arbitration at his discretion and his decision is final and binding on the parties. The appointed Arbitrator(s) / Institutional Arbitration should pass a reasoned award.
- (b) If any of the Arbitrators appointed by the Chairman & M.D. of the S.C.Co.Ltd., is unable to continue as an Arbitrator for any reasons whatsoever or if the Chairman & M.D. of the S.C.Co.Ltd., for the reasons to be recorded in writing thinks fit for appointment of a new Arbitrator in the place of existing Arbitrator, he is having a power to do so. If such a new Arbitrator is appointed, he can either continue the arbitration proceedings from the stage where the earlier Arbitrator discontinued his proceedings or alternatively the new Arbitrator may start proceedings de novo if the circumstances warrant him to do so.
- (c) The parties should bear the costs of the Arbitration equally.
- (d) Failing to invoke Arbitration clause within 120 days of dispute, the matter is to be decided by Civil Courts at Hyderabad District in TELANGANA state alone and not at any other place.

15. WORK AND PAYMENT DURING ARBITRATION:

Work under the contract, shall if reasonable, continue by mutual agreement during the arbitration proceedings, and no payment due to or payable by the Singareni collieries Co. Ltd., will be withheld without reasonable cause and merely on account of the pendency of such proceedings.

16. CORRESPONDENCE AFTER PLACING ORDER:

After placing the order, correspondence related to issues regarding contract terms and conditions shall be made with the In-charge Administrative Dept. In case the issues are not settled at I/c of Administrative Dept, correspondence shall be made with the area GM (CDN). In case the issues are not settled at this level, correspondence shall be made with GM (Purchase). In case the issues are not settled at GM (Purchase) level, correspondence shall be made with Director (Operations). In case the issues are not settled at Director (Operations) level also, correspondence shall be made with C&MD. Bidder is advised to visit SCCL's web site www.scclmines.com for name and address phone number, and e-mail ID of consignee, area CGMs / GMs, CGM (Purchase), Director (Operations) and C&MD.

17. BRIBES & GIFTS:

Any Bribe, Commission, gift or advantage given, promised or offered by or on behalf of the Supplier or his partner, agent or servant or any one on his or their behalf to any Officer, Servant, representative or agent of the Singareni Collieries Company Limited, or any person on his or their behalf for obtaining or executing of this or any other contract with Singareni Collieries Co. Ltd., shall in addition to any criminal liability which the Supplier may incur, subject the Supplier in the cancellation of this and all other contracts with and also to payment of any loss of damage resulting from any such cancellation to the like extent as is provided in case cancellation under clauses thereof. Any question or dispute to the commission of any offence under present clause shall be settled by the Singareni Collieries Co. Ltd., in such manner and on such evidence of information as they think it sufficient & their decision, shall be final and conclusive.

NOTE: In case any specific mention is made on the above clauses in special terms and conditions the same shall prevail over.

PART – ‘A’

1.0 TECHNICAL TERMS AND CONDITIONS:

1.1 Requirement:

- The successful tenderer shall be required to provide the following manpower at the specified places for a period of two years.

Sl.No.	Description of Manpower	* No of Persons		Work Place
1	Allied Services Attendants at Singareni Bhavan	29 Un-skilled	01 Semi-skilled	Hyderabad

** The manpower may increase or decrease from time to time based on requirement.*

1.2 Eligibility:

1. **Experience:** The Agency should have minimum 3 years of experience in last 5 completed financial years in subject services at SCCL/CIL/Govt. Organizations/PSUs. The firm should submit relevant documents in proof to that effect.
2. **Annual Turnover:** The Agency should have minimum turnover per each year (i.e. Rs.1.62 crores) approximately equivalent to proposal value of total contract period in last three completed financial years.

1.3 Calculation of Minimum wages

The calculated amounts enclosed as Annexure - I shall be paid as a part of wage component. However, the revision of wages from time to time as per the notification issued by Commissioner of Labour, Govt.of India/Telangana will be considered.

1.4 Scope of Work, Terms and conditions:

- i) The Contractor has to agree to undertake the job as specified by the S.C.Co.Ltd., having been satisfied, hereby offered his/ her services to undertake the work of seasonal package work after having thoroughly understood the obligations involved in the job and after realizing all its implications, and came forward and offered the services and placed the same at the disposal of the S.C.Co.Ltd., Accordingly the work is offered for a period of two years from the date of award of work.
 - ii) The work shall be carried out on all the days ordered for.
 - iii) Timings: 9.00 AM – 5.30 PM (Including lunch break half an hour)
- iv) **RECORDING OF WORK (PERFORMANCE):** The performance of the contractor will be recorded daily on field measurement sheet as per inspection report. The recording will be done by the concerned Supervisor based on daily inspection, observation and assessment of the extent of performance of the contractor.

- v) That the deposit the requisite sum towards the EMD. Any damage or loss caused to the property of S.C.C.Ltd., or any negligence, commission and abandoning the contract and consequently the SECOND PARTY (SCCL) was put to loss and public in general are inconvenienced by non-performance of the service by the Contractor, in such event the G.M (Coordination) is entitled to impose penalty and deduct amount as fine, penalty or loss from the security deposit of the Contractor for which Contractor will be pointed out and the explanation of the Contractor will be considered before taking the decision. It is agreed that the decision of G.M (Coordination) would be final in this regard.
- vi) The Contractor shall be responsible for all or any of the acts done by his staff working under him and he shall be alone responsible for the payment of wages to all the workmen engaged by him or any loss or damage caused to them during the course of service or works undertaken. The Contractor alone shall be liable for payment of wages or payment of any compensation under the Workmen Compensation Act. The S.C.Co.Ltd., is not liable in any such even whatsoever, it is agreed and made clear that the employees or workmen engaged by the Contractor shall not have a claim or right or service and shall not resort to any strike or any other demonstrations, agitation, making any demands beyond the terms and conditions agreed herein and all such claims shall be illegal, null and void against this tender. In such event, the G.M (Coordination) is entitled to suspend or cancel this agreement without any prior notice.
- vii) The Contractor shall carry on the service offered either by himself or through his men and shall lawfully get the work done. The Contractor is not entitled to sub-lease or assign any portion of the work or the whole on the basis of the Commission to others which will lead to canceling the agreement and forfeit EMD.
- viii) The contractor shall not in any way try to influence any of the Officers or adopt foul methods or exercise any corrupt practices in collusion with any third parties or the servants of the S.C.Co.Ltd., in such activities either directly or indirectly which will entail in cancellation of the agreement and forfeiture of the E.M.D.
- ix) The Contractor shall be responsible for and shall pay any compensation of his workmen payable under the Workmen's Compensation Act, for the injuries caused to the workmen during the course of employment under Section.12 and 13 of Workmen's Compensation Act.
Safety gadgets like safety belts, helmets, shoes etc., should essentially be provided by the contractor only, where ever required.
- x) The Contractor shall provide the personnel including labour all necessary safety equipment and first aid apparatus for the benefit of the employee on the site and shall maintain the same in good conditions, suitable for immediate use at any time and shall comply with all the regulations in connection herewith and ensure the workers use the equipment like gumboots etc.
- xi) No workmen, employees of the Contractor engaged in the contracted service shall have any right or claim of seeking any employment in the S.C.Co.Ltd., by virtue of any service rendered under the contract.

- xii) The Contractor shall not engage child labour and also agree for permitting the labour a weekly off.
- xiii) The Contractor has disclosed the names of his partners and no name of the any of his partners is withheld.
- xiv) The Contractor is willing to abide by all the terms and conditions mentioned in the tender Schedule.
- xv) The contractor shall possess a cellular phone and keep it in use. Failure to do so will attract a fine of Rs.100/- per each observation.
- xvi) If any worker is absent on any day the contractor shall arrange a substitute worker in his/her place without fail by making appropriate arrangements and shall be able to keep the prescribed No. of labour present on any given day. Shortfall of one (1) single worker an amount of Rs.200/- will be recovered as penalty.
- xvii) The Company is entitled to the compensation and/or reimbursement from the Contractor for all lapses, damages, inconvenience caused to the Company. Such damages if any caused shall be assessed by the Company and the assessment shall be final and binding on the part of the Contractor for recovery from the Security Deposit Amount or amounts due to him or otherwise.
- xviii) The contractor shall not involve in or cause 'Strike/obstruction of work' either directly or indirectly. Breach of this condition will debar the contractor for a period of two (2) years in addition to termination of the contract and forfeiture of Security Deposit amount.
- xix) If the work of the Contractor is not satisfactory and if he fails to comply with the conditions of the agreement, the contract shall be terminated without any prior notice or assigning any reason.
- xx) In case of wrong and excess payment being made due to miscalculation or by over sight, such amount will be adjusted/ recovered from the subsequent bills. The decision of the appropriate authority is final and binding on the part of the Contractor.
- xxi) The Contractor to whom the contract is given must inform within 10 days of the execution of the contract, the names of the persons who have been engaged by the contractor to SCCL. The successful contractor should submit the EPF and ESI account numbers of the labour employed by him within a period of one month.

1.5. Statutory Rules:

- i) The Successful Tenderer will have to abide by all the provisions of all applicable statutes including labour, taxation and other laws applicable in its establishment during the period of its engagement and shall be responsible and accountable for breach or violation of any of the provisions of any Act, Rules & Regulations, Notifications and Circulars issued from time to time by the Govt. of India or the State Govt. The Successful Tenderer is solely responsible for any sort of legal complications whatsoever in this regard. The Successful Tenderer at a later date shall not make any pleas ignorance

of relevant laws and shall not blame SCCL for any such, ignorance on their part. All the statutory taxes must be borne by the Successful Tenderer and their rates applicable shall be as per government orders/amendments issued from time to time. SCCL shall not be responsible for any liability of what so ever nature under this contract. In case of any such liability, the SCCL stands indemnified by the Successful Tenderer.

- ii) The Agency should possess a valid certificate of registration in providing at least 20 personnel in any Govt./Reputed Organization as per section 12 of Contract Labour (Regulation & Abolition) Act 1970 and 1971 and amendments issued from time to time and produce the certificate along with Tender Schedule. The Agency shall ensure that the license is kept valid during the tenure of this contract with SCCL.

The minimum wages to the employees deployed by the successful tenderer shall be paid by SCCL to the firm on monthly bills as per the circular issued GM (Personnel), IR, PM & RC/SCCL. These wages are subject to revision from time to time as per the latest notification.

- iii) The payment of minimum wages to the workmen will have to be made through banks. After releasing the first month bill, the contractor has to remit the wages into the respective bank accounts of all the labour engaged by him on the work. For releasing payments of work done for the subsequent months. The contractor has to produce proof of having remitted the previous months wages in to the respective bank accounts of labour engaged by him.
- iv) The wages of the employees shall be paid before the expiry of the 07th day of every month in prescribed pay slips.
- v) The Agency shall observe and follow all the rules and regulations of the a) Labour Contract (Regulation and Abolition) Act, 1970 & 1971 b) Employees' Provident Funds and Miscellaneous Provisions Act, 1952 and rules thus amended from time to time and further undertake to indemnify SCCL from all liabilities under the said Act.
- vi) The Agency shall replace any personnel whose performance, manners and efficiency are found to be unsatisfactory as ordered by the SCCL. No residential accommodation and transportation etc., will be provided by the Department.
- vii) The Agency shall also furnish the list of candidates deputed shift-wise to each place of work. A muster register containing the photo and relevant particular of the personnel engaged shall be submitted within a week from the date of issue of firm order before commencing contract. The agency should issue photo identity cards to the personnel engaged at their cost.
- viii) Minimum Wages of labour considered as per Government notifications issued from time to time.

Minimum Wages as declared by Government from time to time are paid to the labour by the Agency. Any enhancement to Minimum Wages by Government of Telangana/Govt. of India during the subsistence of the Contract and its extended period will be reimbursed by the Company for Labour component only.

Payment of Bonus under payment of Bonus Act 1965 to contract workers engaged on outsourcing activities through Contractors/Agencies in SCCL @ 8.33% (Circular No. CRP/PER/IR/C/85/587, dt. 08.05.2018).

Every month, the agency has to produce proof duly showing the remittance of PF, ESI, and GST as per the rules and shall pay the minimum wages as per the Minimum Wages Act. Only after production of proof of remittance of all statutory deductions as per Rules of previous month, the bills for succeeding month will be cleared.

- ix) The payment of minimum wages will have to be made to workmen through Banks only. After releasing the first month's bill, the contractor has to remit the wages into the respective Bank accounts of the labour engaged by him on the work. For releasing the payments of work done for the subsequent months, the Agency have to produce proof of having remitted the previous months wages into the respective Bank accounts of the labour engaged by him.
- x) If any legal complication arises at any time on payment of wages under the Rules and Acts in force, it is the entire liability and responsibility of the Agency and the SCCL is in no way concerned and responsible.
- xi) The G.M (Coordination) of SCCL reserves the right to accept/reject any of the offers of any/all the Agencies without assigning any reasons thereof. The decision of the G.M (Coordination), SCCL will be final. The G.M (Coordination), SCCL reserves the right to allot the work to one agency or to more than one agency as per the discretion of the authority.
- xii) The written agreement to be entered into between the Agency and SCCL shall be the foundation of the rights of both the parties and contract shall not be deemed to be completed, until the agreement has first been signed by the Agency and then by the proper officer authorized to enter into contract on behalf of SCCL and a Non Judicial stamp paper of worth Rs.100/- shall be submitted by the agency on receipt of order for the same.
- xiii) No part of the contract shall subject to any change whatsoever without written permission of the DGM. (Purchase), SCCL nor shall transfer be made by power of attorney, authorizing others to receive payment on the agency's behalf. The agency shall not sublet either whole or in part to any agency.
- xiv) Even though the Agency meets the above qualification criteria, they are subjected to be disqualified if they have made misleading or false representation in the forms, statement and attachments submitted in proof of the qualification requirement and/or record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failure etc.
- xv) The personnel engaged by the contractor shall not have any right or claim for employment with the Singareni Collieries Co. Ltd.

- xvi) The Company will not extend any transportation to the staff of the agency. All necessary records shall be maintained by the contractor with regard to engagement of labour, payment of wages, EPF, ESI, Bonus etc to be submitted on demand to Administrative Manager/SCCL. No advance payment shall be made.

The contractor should not engage child labour and also agree for permitting the labour weekly off.

The Contractor shall not involve in or cause strike and obstruction of work either directly or indirectly. The contractor will be debarred for a period of 2 (two) years in addition to termination of the contract and forfeiture of security deposit amount if the agency if the agency found their involvement.

- xvii) The payments to the contractor are subject to TDS u/s 194 C of the Income Tax act 1961, and rules and other regulations specified there under.

PART – ‘B’

2.0 COMMERCIAL TERMS AND CONDITIONS:

2.1 Security Deposit:

- i) The EMD will be converted as Security Deposit on award of work.
- ii) Besides, One month order value should be submitted as Further Security Deposit in the form of FDR on any nationalized bank in favour of M/s. Singareni Collieries Company Limited, Hyderabad.
- iii) Both Security deposit & Further Security Deposit which shall be refunded after satisfactory completion of contract period of two years.

2.2 Taxes and Duties:

- a) The tenderers should enclose the GST registration certificate.
- b) The payments to the contractor are subject to TDS u/s 194 C of the Income Tax act 1961, and rules and other regulations specified there under, prevailing from time to time.

2.3 Payments.

- (a) Payments will be made once in a month on submission of bills, with a certificate of satisfactory performance issued by the officer-in-charge duly deducting statutory taxes levied by State/Central/Local bodies etc., from time to time.
- (b) The monthly bill includes Service charges, wages for the no of manshifts for that particular month as certified by the officer in-charge and GST at applicable rate. To take care of revision on Category wise minimum wages, the same shall be paid at actual from time to time.
- (c) The Successful Tenderer should follow all the Labour Legislations statutory provisions as per applicability and as amended from time to time including the minimum wages act. Only after production of proof of remittance of all statutory deductions of previous month, the bills for succeeding month will be cleared.
- (d) To avoid inconvenience in production of current month's documents mentioned above, first month bill shall be released without production of these documents and sub-sequent month's bills shall be released only on production of the said documents pertaining to previous month. For settling the final bill, the last month document shall be enclosed.
- (e) If any legal complication arises at any time on payment of wages under the Rules and Acts in force, it is the entire liability and responsibility of the successful Tenderer and the SCCL is in no way concerned and responsible.

2.4 Penalties:

- a) **Penalties in case of termination for not commencing work:** In case of termination of contract under clause 2.2(a), the Security deposit shall be forfeited.

- b) If the service provided by the successful Tenderer is found to be unsatisfactory, a penalty of 10% from the monthly bill will be levied. Prior to this, a notice will be served for improvement. If no improvement is made in spite of levying the penalty and notices, Contract will be terminated, besides black listing of the successful Tenderer for further business with the company and Security Deposit & further security deposit shall be forfeited and no claim whatsoever shall be entertained. SCCL reserves the right to evaluate the performance of the successful Tenderer and the successful Tenderer cannot dispute or question the decision taken by SCCL in this regard.
- c) If the successful Tenderer fails to fulfill the contract terms & conditions and services are stopped due to failure, contract will be terminated without any prior notice and the Security deposit & further security deposit will be forfeited.

2.5 Unsolicited Discount: Suo-moto reduction shall not be considered for evaluation whether given before or after opening of price bids. If any Tenderer other than lowest offers Suo-moto reduction in the prices after opening of the price bid, the offer shall be rejected out rightly. However, if there is a suo-moto reduction from the lowest Tenderer adjudged on the basis of comparative statement as per price bids before such reduction, the benefit of suo-moto reduction shall be availed of at the time of placement of order on the lowest Tenderer. SCCL reserves the right not to accept the lowest bid.

2.6 TERMINATION

- a) Termination for not commencing the work:

SCCL reserves the right to terminate the work in case the successful tenderer fails to commence the work within 30 days from the date of receipt of LOI/work order.

- b) Termination of work due to poor performance:

SCCL reserves the right to terminate the work, with the service provided by the successful tenderer is found to be unsatisfactory at any stage during the contract period or fails to deploy the manpower or the progress of work is not satisfactory or the work is stopped due to the failure on the contractor's part or it is observed that the contractor is not being executed to the entire satisfaction of SCCL.

- c) SCCL reserves the right to terminate the contract work during the contract period at any time with 7 days notice.

D.G.M. (PURCHASE)
The Singareni Collieries Company Ltd
(A Govt. Company)
Purchase Cell, 1st Floor
SINGARENI BHAVAN,
HYDERABAD – 500004.

SCCL Helpdesk Numbers: 040-23316964,
EPBAX Numbers: 040 - 23142 EXTN: 224 & 230.

3.0 PRICING TERMS AND CONDITIONS:

The following wages are calculated as per circular no.FNo.1/36(3)/2019-LS-II, Dt:23.09.2019 issued by Chief Labour Commissioner (C).

Un-Skilled - 29 persons		
Sl.No.	Description of the item	Area 'A' Rs. Ps.
1	Basic Wages/day + VDA w.e.f.01.10.2019 for Un-Skilled	603.00
2	EPF @ 13.61% on Basic Wages	82.07
3	ESI @ 3.25% on Basic Wages	19.60
4	Bonus @ 8.33% on basic Wages	50.23
5	Service Charge @10% on basic plus VDA	60.30
6	Total Wages/day (1+2+3+4+5)	815.20
7	No of days per month	26
8	Wages per month (6*7) per person	21,195.09
9	No.of persons per day	29
10	Wages per month per 29 persons	6,14,657.56
11	No.of months	24
12	Amount of wages/29 persons/24 months (10*11)	1,47,51,781.39

Semi-Skilled - 01 person		
Sl.No.	Description of the item	Area 'A' Rs. Ps.
1	Basic Wages/day + VDA w.e.f.01.10.2019 for Un-Skilled	666.00
2	EPF @ 13.61% on Basic Wages	90.64
3	ESI @ 3.25% on Basic Wages	21.65
4	Bonus @ 8.33% on basic Wages	55.48
5	Service Charge @10% on basic plus VDA	66.60
6	Total Wages/day (1+2+3+4+5)	900.37
7	No of days per month	26
8	Wages per month (6*7) per person	23,409.50
9	No.of persons per day	1
10	Wages per month per 1 person	23,409.50
11	No.of months	24
12	Amount of wages/1 person/24 months (10*11)	5,61,828.01

Un-Skilled - 1000 musters extra		
Sl.No.	Description of the item	Area 'A' Rs. Ps.
1	Basic Wages/day + VDA w.e.f.01.04.2019 for Un-Skilled	603.00
2	EPF @ 13.61% on Basic Wages	82.07
3	ESI @ 3.25% on Basic Wages	19.60
4	Bonus @ 8.33% on basic Wages	50.23
5	Service Charge @10% on basic plus VDA	60.30
6	Total Wages/day (1+2+3+4+5)	815.20
7	No of extra musters - 1000	1,000
8	Wages per extra 1000 musters (6*7)	8,15,195.70

NOTE: The above mentioned wages are exclusive of GST.

Evaluation Criteria of Successful Bidder: The Successful Bidder will be selected through a lottery system to be drawn at O/o.GM (CDN) in presence of representative of Finance & Purchase departments.

Note:

1. *There is no change in Service Charge Payment during the contract period.*
2. *As per applicable minimum wages from time to time, difference of minimum wages will be paid for wage component only.*
3. *Introduction of any taxes, any during the execution of the contract will be to the company's account.*

Format of Letter of Bid (LOB)**LETTER HEAD OF BIDDER**

To,

The Deputy General Manager (Purchase)

The Singareni Collieries Company Limited.,
Singareni Bhavan.,
Redhills.,Lakdikapool.,Hyderabad.,
PIN – 500004.

**Sub: Providing Allied Services (Attendants) in the office of Singareni Bhavan,
Hyderabad for a period of two years – Reg.**

Ref: HY119O0239 dt.15.10.2019.

Dear Sirs,

I/We offer to provide Service as per rate/price mentioned in NIT in accordance with the conditions of the NIT document.

This Bid and your subsequent Purchase Order shall constitute a binding contract between us.

I/We hereby confirm our acceptance of all the terms and conditions of the NIT document unconditionally.

If any information furnished by **me/us** online towards eligibility in this tender is found to be incorrect at any time, penal action as deemed fit may be taken against **me/us** for which **I/we** shall have no claim against SCCL.

Yours faithfully,

(Signature of Bidder **OR** Authorised person of bidder)

1. Name of Authorised Signatory :
2. Type of Authorisation :
3. Name of the Bidder :
4. Address :
5. e-Mail Address :
6. Mobile/Telephone Number :
7. FAX Number :
8. Place :
9. Date :

COPIES OF FOLLOWING DOCUMENTS TO BE ENCLOSED ALONG WITH TENDER DOCUMENT.

1. A Copy showing minimum 3 years of experience in last 5 completed financial years (2014-15 to 2018-19) in subject services at SCCL/CIL/Govt. Organizations / PSUs. The firm should submit relevant documents in proof to that effect.
2. Annual Turnover: The Agency should have minimum turnover per each year (i.e. Rs.1.62 crores) approximately equivalent to proposal value of total contract period in last three completed financial years i.e., for the years 2016-17 to 2018-19 in the following format :

Year	Turnover
2016 – 2017	
2017 – 2018	
2018 - 2019	