



THE SINGARENI COLLIERIES COMPANY LIMITED
(A GOVT COMPANY)
AREA PURCHASE CELL - RG I

P.O GODAVARIKHANI
PIN CODE: 505 209
DISTRICT: PEDDAPALLI, T.S.

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NOTICE INVITING TENDER(REVISED)

Dear Sirs,

Sub: Outsourcing Contract for Deployment of Manpower @20 persons per day (unskilled) for Removal of spillage coal and cleaning Road ways along the Belt Conveyors in underground at GDK.11 Incline, RG.1 Area for a period of Two (2) years under Unit Rate System – Reg.

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We shall be obliged if you will kindly accept the **Unit price and deploy the Manpower on Contract basis** as per list attached herewith.

Enquiry Number	:R112100134
Date	:27.10.2021
EMD	:Not applicable
Enquiry publishing Date	: 08.12.2021
Revised Last date for receipt of tender	: 29.12.2021, 12.00 noon
Revise date of opening tender	: 29.12.2021, 4.00 pm
Validity of offer	:180 days from the date of opening of the tender

Tenders should be posted in sealed envelop superscribed with the , enquiry number, subject, due date of opening of the tender, without which the offers will not be considered.

Tender to be submitted to:

The General Manager,
The Singareni Collieries Company Limited,
Area GM Office, RG.I,
P.O. Godavarikhani, Dist. Peddapalli,
Pin: 505 209, Telangana.

For and on behalf of
The Singareni Collieries Company Limited,

GENERAL MANAGER,
Ramagundam Area-I

Encl:
Work details, Scope of work & General terms and conditions - Annexure-I & II

Annexure-I.

- 1) **Eligibility criteria(Revised):** PAF/PDFs of affected villagers of GDK.11 Incline, in addition to PAF/PDF/Co-operative societies(minimum 10 persons in the society) affected by GDK. Coal Mine (2,2A and 5), RG.1 Area.
- 2) The above should submit copies of documents that their residences/agricultural lands/other areas are affected/will be affected by GDK.11 Incline/ GDK Coal Mine (2,2A&5).
- 3) **Evaluation criteria:** The successful bidder will be selected by lottery system as below.
 1. Lottery shall be conducted among all the received bids. The draw date shall be intimated to the firms who have submitted the bids for the enquiry with prior intimation.
 2. Draw will be conducted and successful firm will be selected. Additionally 3(three) more firms also will be selected as standby.
 3. The 4 (four) firms which are selected in the lottery will be given lottery serial number and sent for technical evaluation
 4. On confirming the technical and commercial acceptability, the firm which is standing in lottery serial No.1 will be considered for the award of Contract. If the firm which is standing in lottery serial No:1 is not acceptable technically and commercially the next lottery serial No:2 will be considered for awarding the contract after confirming the technical and commercial acceptability.

The above procedure will be continued till the successful firm is selected for awarding the contract.

Annexure-II

Details of work:

Sl. No	Description of work.	Total No. of Man shifts required per Two years/ 20persons	Wages fixed per Day per man shift including <u>CMPF@12.72%+ Bonus @8.33%+ CMPS@7%+ Contractor's Profit@10% + UG allowance @9%</u> (Rs)	Total wages for 2 years (Rs)
1	Providing of Manpower @20 persons per day (unskilled) on Contract basis for Removal of spillage coal and cleaning Road ways along the Belt Conveyors in underground at GDK.11 Incline, RG.1 Area for a period of Two (2) years under Unit Rate System	14600 (730 days X 20 persons)	637.37	93,05,602.00
			Total wages for 2 years (Rs.)	93,05,602.00

Note: However, in the event of any change in minimum wages during the period of the operation of the contract, such increase/decrease will be reimbursed to the successful Agency/contractor, by SCCL.

UNIT RATE:

(Outsourcing Contract for Deployment of Manpower @20 persons per day (unskilled) for Removal of spillage coal and cleaning Road ways along the Belt Conveyors in underground at GDK.11 Incline, RG.1 Area for a period of Two (2) years under Unit Rate System)

SL. NO	DESCRIPTION	Un-skilled person wages (Rs)
	(a)	(b)
01	No. of persons per day (Casual Labour)	6
02	Minimum wages Rs.431.00 per day per person	
	a) Minimum Wages including VDA per day: 431.00	637.37
	b) CMPF @12.72% on (a) per day: 54.82	
	c) Bonus @8.33% on (a) per day: 35.90	
	d) Contractor's profit @10% on (a)+(c) per day: 46.69	
	e) CMPS @7% on (a) per day: 30.17	
	f) Underground Allowance @9% on (a) <u>38.79</u>	
	Total wages fixed (a+b+c+d+e+f) per day: 637.37	
03	Wages fixed per Day per man shift (Unskilled)	637.37
04	Total wages for 2 years @20 persons per day (un-skilled) (total man shifts for 2 years/20 persons=14600 i.e 730 X 20)	93,05,602.00 (14600 X 637.37)
	GST Extra @ 18%	---

Note:

1. Minimum Wages as per Lr.No.CRP/PER/IR/M/361/598, dated 18.05.2021, applicable w.e.f. 01.04.2021.
2. Deduction of 7% contribution of Employees' (Contractor's workers) & Employers' (Contractors) towards Pension under **CMP (Amendment) Scheme, 2018 and CMPF** as per Lr.No.CRP/PER/IR/C/086/583, dated 09.05.2020, applicable w.e.f. 01.05.2020.

SCOPE OF WORK:

1. Agency/Contractor shall provide all necessary tools & tackles, labour, to complete the job to the satisfaction of the Manager, GDK 11 Incline.
2. The Agency/contractor shall arrange @20 persons per day (Un-skilled) for the above said work.
3. Agency/Contractor's responsibility is to remove the spillage coal near gear heads, discharge points, tail ends and along the belt conveyors and to maintain a clean environment all along belt road ways and cleaned coal from floor shall be loaded on conveyor belt.

4. The Contact workmen shall be deployed in General shift i.e., 7AM to 3PM, in case of necessity contractor shall deploy persons for cleaning work in any shift as per instructions of Manager, GDK 11 Incline.
5. The persons deployed by Agency/contractor should have dress code by wearing separate dress with radium stripes.
6. All safety gadgets like Safety shoes, Helmets, Dust masks, safety goggles, sanitizers, hand shovels, tattis and other protective appliances as required and approved by the Manager are to be provided to the workmen by the contractor.
7. Agency/Contractor workmen should undergo MVTC training and Initial medical examination before commencement of work. The expenses towards MVTC training & IME should be borne by the contractor.
8. The Agency/contractor shall maintain and preserve all records pertaining to cleaning work daily as advised by Manager, GDK-11 incline and it shall be signed by Agency/contractor and supervisor / officer of GDK-11 specified by manager.
9. The Agency/contractor shall take adequate steps to ensure that the workmen engaged by them are not involved in any accident. However, in the event of any accident or disability arising out of or during the course of his deployment with SCCL and in all the events, the contractor shall be responsible for payment of compensation as their employee(s) may be entitled to and the SCCL shall not be liable for any claim(s) in this regard.
10. The scheduled works are to be executed in underground. The bidder shall be bound by all the statutory requirements detailed in various rules, regulations, act and other bylaws etc, pertaining to Coal mines and CL (R&A) Act presently in vogue.
11. Agency/Contractor shall deploy male persons only for the above said cleaning activity.
12. Payment will be made to the Agency/contractor on basis on the man shift Deployed.
13. In case Agency/contractor fails to deploy @ 20 persons per day, penalty @ 10% of wage cost of short supply of man power will be imposed in addition to nonpayment of the wages for the short supply man power.

Recovery of any claim towards LD charges, penalty, fee, fine or any other charges from the supplier / vendor will be made along with applicable GST and the amount shall be adjusted with the payment to be made to the supplier / vendor against their bill/invoice or any other dues.

OTHER TERMS & CONDITIONS:

1. **Period of contract** will be 2 years (24 months) from the date of deployment of manpower on Contract basis.
2. **Commencement of work**: The successful Agency/contractor should commence the work immediately within 15 days from date of receiving of LOI/order or as per the instructions of Agent, GDK.11 Incline.
3. The successful Agency/contractor will not engage child labour. No conveyance or accommodation will be provided by the SCCL for contract workers.
4. The Agency/contractor has to follow all statutory rules & regulations of SCCL from time to time, in accordance with mines regulations or acts, including Payment of Minimum Wages Act, Payment of Bonus Act, Work men Compensation Act. Group Insurance, CMPF& Underground allowance etc. to his work persons.
5. Compensation of any sort under any situation like accidents, fires, extremists' activities etc shall be borne by the Agency/Contractor and SCCL will not take any responsibility.
6. The Agency/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 one year in addition to termination of the contract and forfeiture of security Deposit.
7. **Payments**:100% payment will be made within 30 days after completion of every calendar month for No. of actual man shifts on submission of Tax Invoice under GST regime after due certification by the concerned officer. However, the payment will be subject to TDS recoverable as per statute. A certificate will be given for the TDS recovered by the company. The taxes ruling from time to time are applicable. Payment will be made by way of RTGS only. RTGS charges, if any, will be to firm's account

For RTGS payment, bidders are advised to indicate their Bank details in their offer. a) Name of the Bank, b) Branch Name, c) Branch Code, d) Account No, e) MICR Code, f) IFSC/RTGS Code

GST TDS:

As per Govt. vide Notification No.50/2018-Central Tax, dated 13.09.2018, effective date of implementation of GST TDS Provisions is 01.10.2018.

As per the above said Notification, SCCL shall be required to deduct GST TDS in respect of all the taxable supplies (Both materials and Services) with a value exceeding Rs.2,50,000.00, under a contract. The applicable GST TDS rates are 1% CGST and 1% SGST in respect of Intra state supplies and 2% IGST in respect of inter-state supplies on the taxable value.

Tax retention clause:

The supplier shall upload his Tax Invoice in the GSTN as per the provisions of the GST Act i.e., by 10th of the month subsequent to the month in which “Time of Supply” arises. In respect of orders where the entire order quantity is executed through a single Tax Invoice and if the “Tax Invoice” is not uploaded within the time limits prescribed under GST Act, the amount of tax contained in the Invoice will be withheld by SCCL till such time the invoice is uploaded in the GSTN Portal.

8. PRICE VARIATION CLAUSE: Applicable

The rate of wage component in the order price shall be revised at the following formula whenever the minimum wages of labour are amended, as per the minimum wages Act:

$$RR = OR + (NR-OR) \times \text{No. of days / month.}$$

Where,

RR = Rate of minimum wages payable for the period of execution.

NR = Rate of minimum wages applicable for the bill period.

OR = Ordered rate i.e. minimum wages indicated in the order.

- a. Minimum wages for unskilled/semi-skilled person per day are as on 01.04.2021.
- b. CMPF as per rule.
- c. Increase in minimum wages of workmen as communicated by the Government will be reimbursed by SCCL from time to time including employees' CMPF.

The present Minimum Wages for Unskilled and Semi-Skilled as per Lr.No.CRP/PER/IR/M/361/598, dated:18.05.2021 w.e.f. 01.04.2021 is as follows:

Sl.No.	Category	Rate of wages including VDA per day Rs. Ps.
1	Un-skilled	431.00 (350+81=431)
2	Semi-skilled	505.00 (410+95=505)
3	Skilled	609 (494+115=609)

- 9. Medical facilities to the Contract Labour:** The contractor should submit the list of employees working under him to the principal employer. The contractor should issue Identity card to each worker. The contractor has to submit an under taking requesting the management to extend medical facilities to the workmen at his own cost. The contractor should prepare a medical attendance book by affixing a photo.

10. **Risk Purchase:** In case the Agency/Contractor fails to start/complete quantum of work within the stipulated time, SCCL is forced to order for such quantum of work from any other contractor at a higher price. The contractor should pay the difference amount to SCCL and the same will be deducted from the bills of the contractor.

Additional expenditure if any will be recovered from running bills of defaulted contractor anywhere in the company. In case the running bills amount is not sufficient, the defaulting supplier shall pay the amount within 15 days of receipt of notice from SCCL. Otherwise the amount will be recovered by invoking the ~~Performance Bank Guarantee~~/Security Deposit.

11. **EMD:** EMD is not applicable. Bidders have to sign "Bid Security Declaration" accepting that if they withdraw or modify their bid during the period of validity etc., they will be suspended for a period of two years from being eligible to submit bids in SCCL (Annexure-A).

12. **Security Deposit:** The Successful Tenderer shall deposit 1% of order value by Demand Draft towards Security Deposit within two weeks from the commencement of the work. No interest will be paid for Security deposit and the same will be refunded after 3 months from the date of expiry of the contract period/extended period on satisfactory completion of the work.

13. **The basic minimum wages w.e.f. 01.04.2021 applicable to all the workers as furnished above as per circular no.CRP/PER/IR/M/361/598, dated 18.05.2021. These wages are subject to revision from time to time basis.**

Under payment of bonus act, 1965 (Lr.No.CRP/PER/IR/C/85/587, dated 08.05.2018), payment of minimum bonus @8.33% of the minimum wages to their workers employed by the contractor concerned.

The following contributions of Employee's (Contractor's workers) & Employers' (Contractors) towards Pension under CMP (Amendment) Scheme, 2018 and CMPF, as per Lr.No.CRP/PER/IR/C/086/583, dated 09.05.2020.

Contribution towards	Percentage of Employee's (Contractors' Employee) contribution	Percentage of Employer's (Contractors) contribution
Pension	7% of the salary of the employee's calculated on payable Basic and VDA i.e. minimum wage including VDA	7% of the salary of the employee's calculated on payable Basic and VDA i.e. minimum wage including VDA
CMPF	12% of wages i.e. minimum wage including VDA	12% of wages i.e. minimum wage including VDA
Administrative charges	--	0.72%

Alternatively, the successful bidder can opt the provisions of Employees Provident Fund, Govt. of Telangana.

14. The Agency/contractor shall arrange insurance coverage of the personnel deployed.
15. Income Tax or any other tax as applicable will be deducted from your bills at source as per prevailing rules.
16. The workmen engaged by the Agency/contractor shall not have any right or claim for employment with SCCL.
17. The persons employed by the Agency/contractor should be of his own employees and receives the wages from them. The SCCL would not accept any claim from the labour whatsoever.
18. The Bio-data of the persons deployed should be submitted to the In-charge, GDK.11 Inc., RG.1 along with their photographs from time to time. The contractor should be responsible for the good conduct and integrity of such staff. The contractor has to verify the character and antecedents of the employee before deploying at SCCL site.
19. In case of any worker found responsible for damage to the material or found guilty in indulging in theft/pilferage of the material, the value of the material so damaged/lost will be recovered from the contractor.
20. In case of any insubordination or riotous behavior of the engaged workmen, the Agency /contractor on receipt of information from the mine authorities, the contractor shall replace those workmen immediately.
21. The Agency/contractor shall be responsible for payment of compensation as his employee(s) may be entitled to in the event of any accident or disability arising out of or during the course of his deployment with SCCL and in all the events, the SCCL shall be indemnified from any claim. The contractor shall adhere to all the formalities/regulations/ obligations.
22. Any compensation to be paid for accidents to Agency/contractor employees shall be paid by the Contractor only and the SCCL remains absolved of the responsibility of payment of such compensation.
23. Any contravention by the firm or any person employed by him or acting on his behalf or may of the terms of contract or any of the provisions or any act, rules, regulations or company standing order or any rules regarding conduct and discipline as formulated by the Company would be communicated in writing to the firm or to the person acting on their behalf by concerned officer. After having been informed of such contravention, if the firm fails to take appropriate action, the concerned officer has the right to refuse entry to the person responsible for such contravention, to the premises of the office or any other company's establishments till the cause of such contravention is removed or informed in writing of the corrective action taken the firm with an assurance about non-recurrence of such contravention.

24. The Contract is liable for termination in cases:

- a. There is continued default by the Agency/Contractor for three days and if the concerned officer certifies that the performance of contractor is not satisfactory.
- b. The performance of Agency/Contractor is unsatisfactory at any stage.

25. General Manager, RG.1 is the authority to determine whether there is failure on the part of the firm/contractor regarding execution of works. An appeal against General Manger's decision should lie with the Director (Operations) / Director (P&P), Kothagudem and his decision would be final and binding.

26. The contract shall be valid initially for a period of 2 years which may be extended if SCCL desires so, up to 6 months at the same price, terms and conditions of original order based on performance.

27. Agreement is to be entered within 30 days from the date of commencement of order on Rs.100/- non-judicial stamp paper. Bills shall be payable only after receipt of agreement bonds by the concerned paying authority of the Area.

28. Goods and Service Tax (GST):

- I. When the offered goods or services or both are subject to GST, the bidder shall clearly mention "GST" Extra, i.e., CGST+SGST+ Compensation Cess (if any) or CGST+UTGST+ Compensation Cess (if any) or IGST+ Compensation Cess (if any) in their bid along with the rate applicable unless exempted. Bids quoted on taxes inclusive basis will be summarily rejected.
- II. In case of bidders registered under GST, the bidder shall submit a copy of the "Certificate of provisional Registration" i.e., FORM GST REG-25 under GST. The bidder shall however submit a copy of the final "Certificate of Registration" i.e., FORM GST REG-06 after receipt of the same. The bidder shall invariably mention their GST Registration Number (GSTIN) and 4 Digit HSN Code along with description of goods or services or both as per the Goods and Service Tax Act for the enquired items in the BOQ Format of their offer.
- III. In case of unregistered bidders, the bidder shall submit their turnover certificate duly certified by Chartered Accountant for the immediate preceding financial year.
- IV. In order to enable SCCL to avail Input Tax Credit (ITC), the bidder registered under GST should submit Tax Invoice as per the provisions of GST Act.
- V. In case of bidders who opted for composition levy under GST, the bidder shall submit a copy of the "Certificate of provisional Registration" i.e., FORM GST REG-25 under GST and a copy of the intimation filed in FORM GST CMP-01. The bidder shall however submit a copy of the final "Certificate of Registration" i.e., FORM GST REG-06 after receipt of the same.
- VI. The Composition bidder shall not quote any taxes under GST and his bid is invariably evaluated without taxes under GST.

- VII. The Composition bidder shall submit "Bill of Supply" with the words "Composition taxable person, not eligible to collect tax on Supplies" for the supplies made by him
- VIII. In case, any credit, refund or other benefit is denied or delayed to SCCL due to any non-compliance by the Supplier (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Supplier, the Supplier would reimburse SCCL the loss to SCCL including, but not limited to, the tax loss, interest and penalty.
- a. Customs Duty (CD), Integrated Goods and Service Tax(IGST), Compensation Cess, if applicable:CD, IGST, Compensation Cess, if leviable, are applicable for overseas supplies. However, the bidder has to quote on FOB/CIF price basis only. For like to like comparison, loading will be done by SCCL as per the applicable rates.

b. Any other Taxes / Duties applicable:

- i) If any Taxes / Duties / Cess / Levies other than those mentioned above are applicable as per the law of the land prevailing as on the date of submission of bid, the bidder shall clearly mention them along with rates applicable rates. Otherwise the same will be to the bidder's account.
- ii) In case new Taxes / Duties / Cess / Levies are introduced after submission of the bids, but before opening the price bids, the bidder shall bring to the notice of the SCCL in writing about such changes for loading and evaluating the status, otherwise, the same will be to the bidder's account.
- iii) In case, the bidder mentions that any / all, Taxes / Duties / Cess / Levies are not applicable and if applicable during the order validity period, the same shall be absorbed by the bidder.
- iv) During the contractual delivery period / extended delivery period, any upward / downward revision of applicable Taxes / Duties / Cess / Levies or imposition of new taxes / Duties / Cess / Levies as per order is to SCCL's account to the extent of revision. However, during the extended delivery period with penalty, any upward revision or imposition of new taxes / Duties / Cess / Levies etc. shall be absorbed by bidder.

c. INPUT TAX CREDIT (ITC):

- i) SCCL is having centralized registration under Goods and Services Act, in the state of Telangana and the details of the same are furnished hereunder:

GSTIN (Provisional) : 36AAACT8873F1Z1
PAN (Under Income TAX ACT, 1961) : AA ACT8873F

- ii) At the time of evaluation of offers of the registered bidders, SCCL will consider Input Tax Credit (ITC), if eligible, in respect of eligible goods or services or both indicated in the Commercial Bid Format and their commercial status will be arrived at accordingly.
- iii) At the time of evaluation of offers of the unregistered bidders, SCCL will, in addition to the price quoted in the bids, consider the taxes under GST that it shall pay under reverse charge mechanism in respect of goods or services or both indicated in the Commercial Bid. However, SCCL will consider the Input Tax Credit (ITC), if eligible, in respect of goods or services or both while evaluating the bids.
- iv) Successful bidder shall quote the above GSTIN No. / PAN in all his invoices and documents against supplies, wherever required as per the provisions of the statutes, to enable SCCL to avail Input Tax credit.

29. SETTLEMENT OF DISPUTES:

1. Dispute Resolution:

- 1.1 Any dispute, difference or controversy of whatever nature howsoever arising under, or out of, or in relation to Purchase Order/contract/Agreement (including its interpretation) as to breach or termination of this contract or as to any claim in toto, in equity or pursuant to any statute("Dispute") between the parties and so notified in writing by either party to the other party(the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause No:2.
- 1.2 The parties agree to use their best efforts for resolving all disputes, arising under or in respect of Purchase Order/contract/ Agreement promptly, equitably and in good faith and further agree to provide each other non-privileged records, information and data pertaining to any dispute.

2. Conciliation:

- 2.1 In the event of any dispute or differences arising directly or indirectly out of Purchase Order/contract/Agreement or otherwise, the parties under take to use all reasonable endeavors to resolve such disputes amicably. In this regard, if the dispute is raised by the contractor, he shall make a request in writing to SCCL for settlement of such disputes/claims within 30 (thirty) days of arising of the cause of dispute/claim failing which no disputes/claims of the contractor shall be entertained by SCCL.
- 2.2 If the disputes cannot be settled amicably, the disputes shall be taken for Civil Court as provided in Clause 3 below:

3. Civil Court:

In the event of any question, dispute or difference arising under the terms and conditions or interpretation of the terms of, or in connection with Purchase Order/ Contract/ Agreement (except as to any matter the decision of which is specially provided for by these conditions), or the performance of any of the obligations of SCCL and the successful bidder hereunder or referred to herein, including an issue or dispute as to breach or termination of this contract or as to any claim in toto, in equity or pursuant to any statute ("Dispute") is not settled through negotiations, the respective parties can seek remedy through "CIVIL COURT" having competent pecuniary and territorial jurisdiction or at competent Court in Bhadravadi-Kothagudem district and not by arbitration.

No dispute shall be referred to Arbitration other than Civil Courts. No dispute shall be entertained in any form and on any matter pertaining to contract except here above mentioned.

"BID SECURITY DECLARATION"

We , M/S. _____ have submitted Bid
against Enquiry No: _____

We hereby declare that we are accepting for suspension
for a period of 2 years from being eligible to submit bids in
SCCL if we withdraw or modify our bid during the period of
validity or the documents submitted along with the bid
proved to be forged/fabricated.

Signature of the bidder