



THE SINGARENI COLLIERIES COMPANY LIMITED

(A GOVERNMENT COMPANY)

CORPORATE MATERIAL PROCUREMENT DEPARTMENT

KOTHAGUDEM COLLIERIES P.O – 507101

DIST: BHADRADRI KOTHAGUDEM– TELANGANA (STATE)

CIN:U10102TG1920SGC000571

TELEPHONE: 91-08744-243665 - EPABX: 08744-235500

TELE FAX: 91-08744-245651 / 242874; e-mail ID: gm_pd@scclmines.com.

Company Web site: www.scclmines.com

GST NO: 36AAACT8873F1Z1

NOTICE INVITING TENDERS (NIT)

Sealed Tenders are invited for the following Job/ services in SCCL.

Sub: “Appointment of Professional Consultant for Design, Testing, Implementation & Documentation of Internal Controls over Financial Reporting (ICFR) in SCCL” – Reg.

Enquiry Number	C1919O0206 ,DT: 02.09.2019	<i>Scheduled Date & Time of Closing</i>	Date: 09.11.2019 Time: 10.00 am
Number of Sources	Single		
Mode of enquiry	Open	<i>Scheduled Date & Time of Opening of Techno-commercial Bid</i>	Date: 09.11 .2019 Time: 10.30 am
Mode of Tendering	Two cover (Pre-Qualification & Commercial Bid)		
Input Tax Credit	Applicable		

Earnest Money Deposit (EMD):

EMD of Rs. 20,000/- (Rupees Twenty Thousand Only) in the form of Pay Order (PO) or Demand Draft (DD) in favor of SCCL, payable at Kothagudem, to be submitted along with Techno-commercial Bid. Without EMD, tender will not be accepted.

Date and Time of opening Price Bid : Successful Techno-commercial bidders will be informed separately.

Venue for opening of Tender : Head Office, SCCL, Kothagudem

Bidders to submit the sealed tender to General Manger (Material Procurement) Head Office, The Singareni Collieries Company Limited, Kothagudem, Dist Bhadradi Kothagudem-507101,Telangana (or) drop in the Tender Box placed at the Purchase Department, Head office, SCCL, Kothagudem-507101.

The details of the tender document are available in SCCL website **www.scclmines.com -> Tenders -> Material Procurement -> Conventional Tenders**. The corrigendum / addendum to this tender, if any, shall also be uploaded on the above website.

Tenders are invited for “**Appointment of Professional Consultant for Design, Testing, and Implementation & Documentation of Internal Controls over Financial Reporting (ICFR) in SCCL**”.

SCCL Helpdesk Numbers:

EPBAX Numbers 08744 242301 Extn: 5211/5214 / 5218 / 5238

ADDRESS OF CORRESPONDANCE :

**General Manager (Material Procurement)
The Singareni Collieries Company Limited
Head Office
Kothagudem
Dist: Bhadradi Kothagudem
Telanagana State - 507101.**

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- 1) NIT Document ,
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- 3) Price Bid (BOQ) - Form F
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- 6) PERFORMANCE BANK GUARANTEE Form

NIT DOCUMENT .

A. GENERAL INSTRUCTIONS:

1. Bidders are advised to carefully read this NIT Document. All the Documents i.e., NIT document, Annexure – I & II , Filled in Proposal forms A to H (Excluding Price Bid Document Form- F) shall be duly signed & Stamped with firm's seal on every page and submitted along with the Techno-commercial Bid.
2. SCCL reserves the right to seek clarifications in respect of the bids / supporting documents etc. from the bidders by letter / e-mail / fax.

3. Earnest Money Deposit (EMD):

- a) EMD of Rs. 20,000/- (Rupees Twenty Thousand Only) in the form of Pay Order (PO) or Demand Draft (DD) in favor of SCCL, payable at Kothagudem, to be submitted along with Techno-commercial Bid. Without EMD, tender will not be accepted.
- b) EMD of the bidder will be forfeited if:
 - i. After opening of the tender, the bidder revokes his tender within the validity period or modifies his bid.
 - ii. The successful bidder does not submit Performance Bank Guarantee within stipulated period.
- c) EMD will be refunded to unsuccessful bidders. In case of successful Bidder, the EMD will be refunded on signing of the Contract and after submission and confirmation of Performance Bank Guarantee.
- d) EMD shall not carry any interest.

4. Performance Bank Guarantee :

- a. The successful bidder shall be required to furnish Performance Bank Guarantee to the extent of 10 (ten) percent of the contract value immediately and not later than 30 working days of communication of Letter of intent / Firm Order immediately not exceeding One month from Receipt of LOI.
- b. The successful bidder, should submit the Consolidated Bank Guarantee issued by any Public Sector Banks (SBI & Associates and Nationalized banks) as mentioned below as per Pro-forma enclosed .The BG should be obtained from the bank branches situated at Hyderabad / Kothagudem or operative and payable at bank branches situated at Hyderabad/ Kothagudem
- c. The Performance Bank Guarantee shall be valid up to 31/12/2020 and the same shall be renewed for further period as may be necessary.
- d. Failure to submit Performance Bank Guarantee shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the

contract and the bidder shall be liable to compensate SCCL for any losses incurred by SCCL. Further, EMD submitted by bidder shall be liable to be forfeited. The decision of SCCL in respect of such losses, damages, charges, expenses or costs, shall be final and binding to the bidder.

5. CORRESPONDENCE / DISPUTES DURING ENQUIRY STAGE:

No correspondence / disputes will be entertained before placing order and the decision of the SCCL shall be final. In case of any dispute, after placement of order / contract, the matter will be referred to Arbitration in accordance with the Indian Arbitration Act.

6. COMMENCEMENT OF ORDER:

The Purchase order shall come into operation on the day of earliest receipt of communication about the release of Purchase Order or a day specifically mentioned for that purpose.

7. OFFER VALIDITY:

Bidder shall keep the offer valid for a period of 4 (Four) Months from the date of opening of the tenders. The offer with less validity period than stipulated is liable for rejection.

8. 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 MSME registered firm. A copy of valid documentary proof shall be enclosed.
- d. Banker's Name and address together with Branch Code and IFSC / RTGS Code.
- e. Tax registration and other details to the extent applicable along with documentary evidence:
 - i) GST Registration No
 - ii) IT PAN Registration No
 - iii) Turnover certificate duly certified by CA incase of unregistered bidder
 - iv) Certificate of provisional registration (Regulation 25) in case of composite bidder.

9. STATUTORY TAXES, DUTIES AND LEVIES ETC. :

a. 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 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 Price Bid 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, any credit, refund or other benefit is denied or delayed to SCCL due to any non-compliance by the firm (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 firm, the firm would reimburse SCCL the loss to SCCL including, but not limited to, the tax loss, interest and penalty.

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.

10. 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) : AAAC8873F

- 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) 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.

11. SUBMISSION OF BIDS ON FIRM PRICE BASIS:

The price to be quoted shall be “FIRM” price and in case of order, shall remain “FIRM” till complete execution of the order. In case, against “FIRM” price, any variable price is offered such offers shall be rejected without notice.

12. SCCL PAYMENT TERMS:

I. For Domestic Supplies:

Payment will be made by way of RTGS. RTGS charges if any will be to firm's account. If the firms opt for payment through cheque / DD, payment will be made accordingly. DD 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.

II. Tax retention clause:

The firm 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.

B. INSTRUCTION TO FILL PRICE BID & EVALUATION CRITERIA:

13. BIDDING CURRENCY:

Bidders shall submit price bid format as per format only and shall quote in Indian Rupees only.

14. **PRICE BID EVALUATION CRITERIA:**

Domestic bids will be evaluated on Landed Cost Basis duly considering Tax Credits, if any, provided the same is notified in the NIT.

If the first two digits of GSTIN of the bidder is other than 36 and if the bidder quotes SGST considering it an intra state supply, then the SGST quoted by the bidder shall be added in the cost for arriving at L1 Status (though the supply is eligible for ITC).

15. **CANCELLATION OF CONTRACT IN PART OR IN FULL:**

If the firm, in the opinion of the Singareni Collieries Co. Ltd., fails or neglects to comply with any of the terms and conditions of the contract or with any order issued there under then in such a case the Singareni Collieries Co. Ltd., shall without prejudice to any other right of remedies under this contract have the right and be entitled to cancel the contract by giving fourteen days, notice in writing to the supplier, without being liable to pay any compensation for such cancellation. The firm, however will be entitled to be paid at contract rates after deduction of any amount due to the Government, for the works already completed, which in the opinion of the Singareni Collieries Co. Ltd., is in accordance with the terms of the contract. In the circumstances aforesaid, the Firm shall, on demand by the Singareni Collieries Co. Ltd., or the authorized representative thereof, hand over immediately to the Singareni Collieries Co. Ltd., or the authorized representative of the Singareni Collieries Co. Ltd., Stores components in possession or custody of the firm without waiting for the payment of even settlement of any claim already made or intended to be made.

16. **LAWS APPLICABLE:**

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

17. **INDEMNITY:**

The firm 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.

18. **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 through Arbitration only by invoking the same within 120 days of raising of dispute. No disputes shall be referred to civil courts other than through Arbitration.

- (a) In case of any dispute Sole Arbitrator shall be appointed from the list of 3 judicial officers maintained by SCCL duly following the provisions of Arbitration and conciliation act 1996 as amended from time to time. The list of such names shall be forwarded to the party as and when the party

requests for resolving the dispute. Such Judicial Officer as chosen by the party will be appointed by the Chairman & Managing Director to adjudicate the dispute as a Sole Arbitrator. The Arbitrator so appointed shall conduct the proceedings in accordance with the Arbitration & Conciliation Act, 1996 as amended from time to time and pass a reasoned award. Both the parties should bear the cost of the arbitration equally.

- (b) If the Sole Arbitrator appointed by the Chairman & Managing Director of the Singareni Collieries Company Limited is unable to continue as an Arbitrator for any reasons to be recorded in writing and the Chairman & Managing Director of Singareni Collieries Company Limited thinks fit for appointment of a new Arbitrator in the place of existing Arbitrator, he is having a power to do so. Such new Arbitrator shall be appointed following the same procedure as contemplated in (a) above.
- (c) As and when such 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.
- (d) Failing to invoke Arbitration Clause within 120 days of dispute (from the date of the raising of the dispute) it is deemed that there is no dispute between the parties. No disputes shall be entertained in any form and on any matter pertaining to contract after expiry of 120 days of the period.

19. **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.

20. **CORRESPONDENCE AFTER PLACING ORDER:**

After placing the order, correspondence related to issues regarding supplies, payments & penalties shall be made with the consignee only. In case the issues are not settled at consignee level, correspondence shall be made with the GM, (F&A) , corporate. In case the issues are not settled at GM, (F&A) , corporate level, correspondence shall be made with GM (Material Procurement). In case the issues are not settled at GM (Material Procurement) 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, GM (F&A), GM (Material Procurement), Director (Operations) and C&MD.

21. BRIBES & GIFTS:

Any Bribe, Commission, gift or advantage given, promised or offered by or on behalf of the firm 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 firm may incur, subject the firm 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 ANNEXURE-I, the same shall prevail over.

**For G.M. (Material Procurement)
The Singareni Collieries Company Ltd.
(A Govt. Company)
Kothagudem Collieries - 507 101.**

Sub: “Appointment of Professional Consultant for Design, Testing, Implementation & Documentation of Internal Controls over Financial Reporting (ICFR) in SCCL” – Reg.

Enquiry Number: C1919O0206, DT: 02.09.2019

1. ELIGIBILITY CRITERIA:

Pre-Qualifying Requirements (PQR)

The offer shall be considered only from Indian, Technically competent, experienced and financially sound Accounting/Auditing/Consulting firms which meet the following pre-qualification requirements.

- i. The Bidder should have registered in India and should have minimum 5 years of existence in the field of Accounting and Audit services either individually or together with networked firms / affiliates.
- ii. The bidder firm/Company should have at least One FCA as partner and experience of development / implementation of ICFR as per ICAI guidelines, Companies Act 2013 and any other statutory requirements.
- iii. The bidder should have completed or in the process of completion of similar assignments of any company/client with net worth of at least Rs.100 Crore (as per Audited Financial Statement) during the relevant period of job in SAP/ERP environment.
- iv. The bidder should have requisite infrastructure and manpower for undertaking the job. Address of offices along with the name, address and contact number of official to be given as pro-forma given in Proposal Forms.
- v. The bidding entity / any partner / Director of the entity should not have been convicted in any disciplinary proceedings / criminal case by regulatory authority (ies) / court in connection with professional work. Bidder should not be on negative list / black listed by any PSU or Govt. Department. The bidder shall not be disqualified under section 141 of Companies Act 2013. Bidder has to submit an undertaking in this respect as per relevant form (Form-C) given in Proposal Forms.

2. EVALUATION CRITERIA :

Evaluation of Techno-Commercial bids

- a) The SCCL will determine whether each of the bids conforms to the terms, conditions and specification of the Bidding Documents without material deviation and is complete with regard to submission of required documents. A material deviation is one which affects in any substantial way the scope, quality or performance of the works, or which limits in any substantial way, inconsistent with the Bidding Document, the SCCL's rights or the Bidder's obligations as envisaged in the Bidding Document, and the rectification of which deviation or reservation would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

- b) No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in the bid. Any conditions, if stipulated, shall be treated as null and void and may render the bid liable for rejection.
- c) SCCL, if necessary, will obtain clarifications on the Bid by requesting for such information / clarifications from any or all Bidders, either in writing or through personal contact. All responses shall be in writing, and no change in the price or substance of the bid shall be permitted unless specifically sought by SCCL.
- d) SCCL reserve the right to assess Bidder's capability and capacity to execute the work using in-house information including taking into account other aspects such as concurrent commitments, past performance etc.

3. Price Bid Evaluation:

- a) Lowest Overall Evaluation will be done on the basis of total quoted price of Schedule of Rates as per Form 'F'.
- b) Bidder quoting overall lowest as at (a) above and adhering to tender stipulations in an unqualified manner shall be recognized as L-1.

4. Making and submission of bids:

Bidding document are available in website free of cost. The bidder has to submit the bid in prescribed formats downloaded from the website. Any deviation may result in rejection of the bid. All documents of the bid shall be signed by the Partner/ Director/ Authorized Person having valid authorization letter at the time of bid submission. Any consequences resulting due to such signing shall be binding on the Bidder. The Bidder shall submit Techno-commercial & Price Bid in two parts as per details below:

PART - I : Techno-commercial Bid
PART - II : Price Bid

The envelope containing Techno-commercial Bid and Price bid (Two separate inner sealed envelopes shall be kept in separate sealed envelope) shall be super scribed as Tender for Appointment of Professional Consultant for Design, Testing, Implementation & Documentation of Internal Controls over Financial Reporting (ICFR) in SCCL and shall be dropped in the Tender Box placed at the Purchase Department, Head office, SCCL, Kothagudem-507101 (or) addressed to General Manager (Material Procurement), Head office, SCCL, Kothagudem-507101. SCCL is not responsible for any delays in dropping of tenders.

a). PART- I : Techno-commercial Bid

- i) Techno-commercial Bid shall be submitted in **physical mode** only. The envelope containing the Techno-commercial Bid shall be super scribed with "Techno-commercial Bid-Tender for Appointment of Professional Consultant for Design, Testing, Implementation & Documentation of Internal Controls over Financial Reporting (ICFR) in SCCL" The bid shall be addressed to *General Manger (Material Procurement), Head Office, The Singareni Collieries Company Limited, Kothagudem, Dist Bhadradi Kothagudem-507101, Telangana* with mentioning of reference number

of Tender. If the envelope is not properly sealed and marked, SCCL will assume no responsibility for the misplacement or premature opening of the bid.

- ii) Bid documents containing the following must be bound, indexed, completely page numbered and arranged in the order:
- a). Covering letter of Bid on Bidder's letter head as per Form G.
 - b). Index of the Bidding Document and subsequent Amendments / Addendums to the Bidding Document duly signed and stamped by the Bidder in token of having received and read all parts of the Bidding Document having accepted and considered the same in preparing and submitting the Bid.
 - c). Authorization Letter, wherever applicable, in favour of signatory (ies) of the bid as per Form H.
 - d). Documents / information relating to experience of Consulting Firm in implementation of ICFR to be submitted as per Form A.
 - e). Documents / information relating to relevant qualification of professionals to be submitted as per Form B.
 - f) Earnest Money Deposit of Rs. 20,000/- (Rs. Twenty Thousand only) in the form of Pay Order (PO) or Demand Draft (DD) in favour of SCCL, payable at Kothagudem. Tender not accompanied with EMD/ EMD submitted in any form other than stated above will not be accepted. PO / DD should be put in the cover containing the Techno-commercial Bid.
 - g) Declaration & Compliance to Bid requirement as per Form-C.
 - h) Bidders General Information as per Form-D. In case Bidder is a partnership firm/LLP, certified copy of the partnership deed/Registration Certificate as the case may be. In case of consulting company (whether private or public), certified copy of the 'Certificate of Incorporation' together with certified Memorandum/ Articles of Association.
 - i) Bidder's Bank Account details as per Form-E.
 - j) Any other information required in the Bidding Documents or considered relevant by the bidder.
 - k) All documents furnished by the Bidder as per the requirement of Techno-commercial Bid Evaluation Criteria shall be signed and stamped by the bidder or authorized signatory of bidder.

b) PART - II - PRICE BID

- i) Price Bid shall be submitted in **physical mode** only. The envelope containing the Price Bid shall be super scribed with "Price Bid-Tender for Appointment of Professional Consultant for Design, Testing, Implementation & Documentation of Internal Controls over Financial Reporting (ICFR) in SCCL" The bid shall be addressed to General Manager (Material Procurement), Head office, SCCL, Kothagudem, Dist Bhadradi Kothagudem Dist,507101 with mentioning of reference number of Tender. If

the envelope is not properly sealed and marked, SCCL will assume no responsibility for the misplacement or premature opening of the bid.

ii) Other Terms of Price Bid:

- a) No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in the price bid. Any conditions, if stipulated, shall be treated as null and void and shall render the bid liable for rejection.
- b) Unless stated otherwise in the Bidding Documents, the Contract shall be for the total works as described in bidding document.
- c) Bidder shall quote the lump sum price after careful analysis of cost involved for the performance of the complete work considering all parts of the Bidding Document.
- d) The quoted Price shall be deemed to be all inclusive except applicable GST till the completion of the work. It shall be clearly understood that SCCL will not have any additional liability towards payment of any Taxes & Duties except applicable GST leviable on total quoted price.
- e) Alternative bids shall not be considered.
- f) Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account.
- g) Price shall be quoted in figures as well as in words. If some discrepancies are found between the price given in words and figures, the price quoted in words shall only be considered as correct.
- h) Relevant form for quoting price bid is Form – F

5. Bid opening

- a) SCCL will open the techno-commercial bids in the presence of Bidders' designated representatives at date & time as stipulated in "Salient features of Bidding Document". The Bidder's representatives who are present shall sign bid-opening statement evidencing their attendance.
- b) Bidder's names and any other such details as SCCL may consider appropriate will be announced by SCCL.
- c) Price bid of only those bidders whose bids are determined to be technically & commercially qualified shall be opened. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the opening. During price bid opening total price as quoted by the bidders shall be read out.

6. Bid Validity

- i) Bid submitted by Bidder shall remain valid for a minimum period of 4 (Four) Months from the date of opening of Techno-commercial Bid (Part-I). Bidders shall not be entitled during the said period of 4 (Four) Months to revoke or cancel their Bid or to vary the Bid given or any term thereof.
- ii) SCCL may solicit the Bidders consent to an extension of the period of validity of bid. The request and the responses there to shall be made in writing. However, Bidders agreeing to the request for extension of validity of bid will not be permitted to modify the bid.

**For G.M. (Material Procurement)
The Singareni Collieries Company Ltd.
(A Govt. Company)
Kothagudem Collieries - 507 101.**

Price Bid (BOQ) - Form F

Schedule of rates

Name of Job/ services: Appointment of Professional Consultant for Design, Testing, Implementation & Documentation of Internal Controls over Financial Reporting (ICFR) in SCCL

Name of Organization: SCCL Limited, Kothagudem

TENDER NO.: C1919O0206, DT: 02.09.2019,

Dated:

Name of Bidder:

Sl. No.	Description of Work	Unit	Amount (in Rs.)
1	Lump sum price for job given at Para III - " Scope of Work" of Annexure - II	Lump Sum	
Total. Rs.			
	Total Rs. in words:		

Note :

- i. The above rates shall be exclusive of GST only. GST Extra as applicable
- ii. For Local Travel /Stay at Head Office, Hyderabad Office/ Areas etc., arrangements shall be made by SCCL.

Signature	
Name of signatory	
Designation of signatory	
Official seal	

Sub: “Appointment of Professional Consultant for Design, Testing, Implementation & Documentation of Internal Controls over Financial Reporting (ICFR) in SCCL” – Reg.

Enquiry Number: C1919O0206, DT: 02.09.2019

I . Letter Inviting Bid:

Subject: Appointment of Professional Consultant for Design, Testing, Implementation & Documentation of Internal Controls over Financial Reporting (ICFR) in SCCL

Dear Sirs,

The Singareni Collieries Company Limited (SCCL) is a jointly owned public Sector company with 51 : 49 share holding by Govt. of Telangana state and Govt. of India respectively, administrative control being with Govt. of Telangana state. The company is predominantly engaged in Coal Mining activities and is also into power generation with 2 X 600 MW power generating capacity and also planning to venture into Solar Power generation. SCCL has its operations spread over 6 districts of Telangana namely Bhadradi Kothagudem, Khammam, Jayashankar, Peddapalli, Mancheri and Komaram Bheem.

The company is maintaining its accounts at Corporate Office, Kothagudem. There is one subsidiary in India.

The day to day accounting is being done in SAP - (ERP). The financial statements are audited by Statutory Auditors appointed by C&AG. The Standalone and consolidated Financial Statements are prepared as per requirement of Companies Act 2013 and other applicable statutes in compliance of Ind AS requirements.

SCCL invites offers in two bid system for Appointment of Professional Consultant for Design, Testing, Implementation & Documentation of Internal Controls over Financial Reporting (ICFR) in SCCL. Bidders are requested to submit their offers as per the tender document. The last date and time of submission of tender documents complete in all respects is at 10.00 a.m. on 09.11.2019.

II . Salient features of bidding document

Bidding document on website	From 05.00 PM – 16.10.2019 to 09.00 AM – 09.11. 2019
Last date and time of submission of Bids	10.00 a.m. on 09.11 2019
Mode of submission- Techno-commercial Bid & Price Bid	Bidders to submit the sealed tender to General Manger (Material Procurement) Head Office ,The Singareni Collieries Company Limited, Kothagudem, Dist Bhadradi Kothagudem- 507101,Telangana (or) drop in the Tender Box placed at the Purchase Department, Head office, SCCL, Kothagudem-507101

Opening of Techno-commercial bids	On Dt. 09.11 .2019 Time: 10.30 am in presence of authorized participating bidders
Opening of Price Bids	Bidders qualified for opening of their price bids shall be informed about the date of price bid opening at later stage.

III. Scope of work:

a) **Preparation of detailed road map on ICFR implementation**

Preparation of the detailed road map with time schedule for implementation of ICFR as per ICAI guidelines issued in Sep, 2015 and companies Act, 2013 and any other applicable statutory requirements.

The Consultants have to give a **detailed presentation** to the Management, on the framework of ICFR considering the all steps involved in complying ICFR, the process required in implementation of road map and the key areas of attention including likely impact of ICFR on Financial as well as non-financial matters.

b) **Evaluation of existing controls and its adequacy and operating efficiency levels**

The consultants have to review the existing internal controls on financial reporting in the organisation at each level and assess them for adequacy and operating efficiency and identify the lapses / gaps in existing ICFRs considering the business operations of SCCL, i.e. coal and thermal power plant and ERP accounting environment (i.e.) SAP platform.

c) **Planning, design, development, implementation, testing & documentation of ICFR :**

After considering the existing controls and their operative effectiveness, the Consultants have to plan, design and develop the ICFR as per road map Documentation of all process starting from designing level to recording of the testing their results including walkthroughs, risk assessment, fixation of responsibilities, and communication to the concerned management.

The Consultants have to test the Design & Operating Effectiveness of above tasks to understand likely source of material misstatement as a result of deficiencies and relevant assertions which are prone to material misstatement in the absence of ICFR and maintain the record for the same.

d) **Assessment and Reporting:**

The Consultants have to submit an assessment report of overall ICFR framework and apprise the Management with supporting documentation. A Final Comprehensive Report is to be submitted after considering the observations / suggestions if any.,

Further, for compliance of any queries raised, if any, by Statutory Auditors, C&AG Auditors, Audit committee as the case may be, the Consultants have to extend necessary support.

e) **Training**

The Consultants have to deliver comprehensive training to the Executives at Corporate Office covering all processes for 2 days. The topics to be covered in training shall be finalised with mutual discussions.

Note: Above mentioned scope of work/activities/jobs/tasks are illustrative in nature and not conclusive. The Consultant shall consider all related requirements/ guidance / inputs for implementation of ICFR as per ICAI guidelines.

Local transportation and accommodation at SCCL guest houses will be provided on free of cost to the consultant (s) during the implementation and training.

IV. General terms and conditions :

- a. Bidder shall, as part of their bid, submit a **written Authorization Letter** from Partner/Director of Bidding firm/ consulting company if the signatory is other than Partner/Director.
- b. Bidder shall not be under liquidation, court receivership or similar proceedings.
- c. Bidding documents shall at all times remain the exclusive property of the SCCL.
- d. Bidder may note that Bid shall be submitted on the basis of “ZERO DEVIATION” and shall be in full compliance to the requirements of Bidding Document, failing which bid shall be considered as nonresponsive and may be liable for rejection.
- e. SCCL shall not be responsible for any expense incurred by bidders in connection with the preparation and delivery of their bids, site visit, participating in the discussion and other expenses incurred during the bidding process.
- f. SCCL reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of contract without assigning any reason whatsoever, without thereby incurring any liability to the affected Bidder or Bidders or without any obligation to inform the affected Bidder or Bidders of the grounds or the reasons for the said action.
- g. Canvassing in any form by the bidder or by any other agency on their behalf may lead to disqualification of their bid.
- h. In case any bidder is found to be involved in cartel formation, his bid will not be considered for evaluation / placement of order. Such Bidder will be debarred from bidding in future.
- i. The successful Bidder shall not sublet, transfer or assign the contract or any part thereof to any other person / firm / consulting company / organization.
- j. The Bidder shall quote in Indian Rupees.

- k. The Bidder is expected to examine the Bidding Document, including all instructions, forms, terms and specifications in the Bidding Document. Failure to

furnish all information required as per the Bidding Document may result in the rejection of the Bid.

- l. Clarification, if any, in respect of this tender can be obtained from General Manager(F&A) through Telephone: EPBAX Numbers 08744 242301 Extn:5211/ 5214/ 5218/5238—email: fad_compilation@scclmines.com. The responses to Bidder's queries/ clarifications raised will be furnished as expeditiously as possible. Any modification of the Bidding Document, which may become necessary as a result of the Bidders query, shall be uploaded in the above mentioned websites through the issue of an Addendum/ Amendment.

V. Time Schedule and Terms of Payment :

S I N O	Scope of Work as per Para 3	Target By (Days/Date)	Terms of Payment (% of price quoted at Schedule of rates in Form F)
1	a) Preparation of detailed road map for ICFR implementation. b)Evaluation of existing controls and its adequacy and operating efficiency levels.	Within 45 days from the date of Award	30% on SCCL's acceptance of work completion
2	a) Planning, design, development, implemen- -tation, testing & relevant documentation b) Draft Assessment Report of Overall ICFR framework to the Management with supporting documentation	Within 75 days from the date of Award.	30% on SCCL's acceptance of work completion
3	Submission of Final comprehensive Report on ICFR	Within 90 days from the date of Award.	20% on SCCL's acceptance of work completion
4	Comprehensive Training to Executives for 2 days at Corporate Office.	On rendering of training as per mutual agreement	10% on SCCL's acceptance of work completion
5	Post implementation assistance till the adoption of Accounts in the AGM for FY 2019-20 and compliance of any queries raised, if any, by Statutory Auditors, C&AG Auditors, Audit committee.	After conducting of AGM for FY 2019-20 not later than one month from the date of AGM (Annual General Body Meeting)	10% on SCCL's acceptance of work completion

Note:

1. LD penalty is applicable @1%per week for delay in execution of each of the above deliverables. The maximum penalty however shall be limited to 10% of the order value.
- 2.While making the payments any applicable statutory deductions will be made by SCCL.

VI. Notification of award:

SCCL will issue the Letter of Intent / Firm order to the successful Bidder and communicate the same through Courier/Fax/email as per details given by Bidder. The said communication will constitute the formation of a Contract until the formal agreement has been signed.

VII. Agreement :

- A. The successful Bidder shall execute a formal agreement with SCCL within specified period from the date of issue of Letter of Award on a non-judicial stamp paper of applicable value. The cost of non-judicial stamp paper shall be borne by the successful Bidder.
- B. The following documents shall be integral part of agreement:
 - i. Original Bidding Document along with its enclosures including any Amendment /Corrigendum to original Bidding Document.
 - ii. Letter of Award along with enclosures attached therewith, if any.

Pro-forma of Agreement

(To be executed on a stamp paper of Rs.100/- to be obtained by the bidder in its name)

Agreement No. _____

This AGREEMENT (hereinafter called the "Agreement") is made on the _____ day of the month of _____2018, between, Singareni Collieries Company Limited (hereinafter called the "**SCCL**", which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, _____(hereinafter called the "**CONSULTANT**" which expression shall include their respective successors and permitted assigns).

WHEREAS

- a. SCCL issued a tender vide **Enquiry Number:** C1919O0206, DT: 02.09.2019 for Appointment of Professional Consultant for Design, Testing, Implementation & Documentation of Internal Controls over Financial Reporting (ICFR) in SCCL (hereinafter called the "**Consultancy**")
- b. The Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to SCCL that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to SCCL on the terms and conditions as set forth in the tender and this Agreement; and
- c. SCCL, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Intent / Firm Order dated _____(the "LOI"); and

d. In pursuance of the LOI, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Scope of work and deliverables: The scope of work shall be as per details given under clause “Scope of Work” in tender document.

2. Time Schedule and Terms of Payment:

I. The payments shall be released as per clause “**Time Schedule and Terms of Payments**” in tender document. The payment will be made after receipt of bill and on acceptance of the work by SCCL.

II. While making the payment, statutory deductions as applicable, shall be made by SCCL.

III. SCCL will make the payment through e-mode only to Consultant’s Bank account as per e-payment details submitted in the tender document.

3. Commencement and Completion

A. Effective date of Agreement: This Agreement shall come into force and effect on the date of this Agreement (the “Effective Date”). All terms and conditions given in above mentioned tender shall be treated as integral part of this agreement.

B. Commencement of Services: The Consultant shall commence the Services within a period of 7 (seven) days from the date of Letter of Intent / Firm Order (LOI), unless otherwise agreed by the Parties, in writing.

C. Completion of Services: The time schedule for completion of various elements of services will be as given as per clause “**Time Schedule and Terms of Payments**” in tender document.

4. Confidentiality

a) Consultant shall treat all matters in connection with the Contract as strictly confidential and undertakes not to disclose, in any manner whatsoever, information, documents, technical data, experience, etc given to him by SCCL without the prior written consent of SCCL.

b) Consultant further undertakes to limit the access of confidential information to those of its employees, Implementation Partners etc. who reasonably require the same for the proper performance of the Contract and the Consultant shall ensure that each of them has been informed of the confidential nature of the information and made aware of the confidentiality and non-disclosure clause stated at Clause 4(a).

5. Expiration of Agreement

Unless terminated earlier, this Agreement shall, unless extended by the Parties by mutual consent shall expire upon expiry of a period of 90 (ninety) days from the delivery of the final deliverable as per clause “**Time Schedule and Terms of Payments**” in tender document.

6. Termination of Agreement

A. By SCCL

SCCL reserves the right to terminate the contract on occurrence of any of the following events:

- i. Any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- ii. The consultant fails to commence services as required under this agreement.
- iii. The consultant fails to complete any of the required services as per the tender due to which SCCL fails to meet statutory time limit for finalization and submission of quarterly/annual standalone and consolidated financial statements.
- iv. SCCL, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

A written notice of not less than 30 days should be given before such termination.

B. By the Consultant

The Consultant may, by giving a written notice of not less than 30 days terminate the agreement on occurrence of any of the following events:

- i. SCCL fails to pay any money due to the Consultant pursuant to this Agreement which is not subject to dispute, within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;
- ii. SCCL is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty five) days after receiving written notice from the Consultant.

7. Liabilities:

Without prejudice to any express provision of this contract, Consultant shall be solely responsible for any delay, lack of performance, breach of agreement and/or any default under this contract. Consultant shall remain liable for any damages due to its gross negligence within the next 12 months after the issuance of the provisional acceptance certificate of the contract. The amount of liability will be limited to 10% of the contract value.

8. Force Majeure:

If at any time during the existence of this contract either party is unable to perform in whole or in part any obligations under this contract because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of

Government, fires, floods, explosions, epidemics, strikes, or any other labour trouble, embargoes, then the date of fulfilment of any obligations engagement shall be postponed during the time when such circumstances are operative. Any waiver / extension of time in respect of the delivery of any instalment or part of the service shall not be deemed to be waiver / extension of time in respect of the remaining deliveries.

If operation of such circumstances exceed three months, either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.

The party which is unable to fulfil its obligations under the present contract must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by Chamber of Commerce or any other competent authority connected with the case shall be sufficient proof of the existence of the above circumstances and their duration. Non-availability of professional manpower will not be an excuse to the consultant for not performing their obligations under the Contract.

9. Settlement of Disputes

A. Amicable settlement

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

B. Dispute resolution

i. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

ii. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) 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 within thirty(30) days of notice. After the expiry of said period of notice of ‘dispute’ without any written amicable settlement, it shall be deemed that such a dispute is not resolvable by amicable settlement. However, at any time, both the parties can extend the said period of 30 days by mutual agreement in writing.

10. Arbitration

a. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be appointed by Chairman & Managing Director (CMD) of SCCL. The provisions of Arbitration and Conciliation Act 1996 shall apply to such arbitration proceedings.

The venue of arbitration shall be Hyderabad.

b. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

In witness whereof the parties have executed these presents in the day and the year first above written.

Signed and Delivered
for and on behalf of
M/s _____

Signed and Delivered
for and on behalf of
M/s SCCL

(Authorised Signatory)
Date : _____
Place: _____

(Authorised Signatory)

IN PRESENCE OF TWO
WITNESSES

1. _____

2. _____

For G.M. (MP)
The Singareni Collieries Company Ltd.
(A Govt. Company)
Kothagudem Collieries - 507 101.

Proposal Forms

PART – I : Techno-Commercial Bid

Form A

Relevant experience of Consulting Firm in implementation of ICFR or in the process of implementing ICFR:

S. No.	Name of the client	Location of client	Scope of work	Project Period	Turnover of client (Rs. Crore)

Notes:

1 Bidder to submit copies of the work orders & completion certificate from client for the referred assignments

Form B

Details of Qualified Professionals of the firm

Sl. No.	Name & Designation	Qualification	Total No. of years of experience	Relevant Experience in similar assignments of ICFR

Note:

1 Bidders are required to furnish the complete and correct information required for evaluation of their bids. If any information furnished is found to be false/misleading/incomplete, the same shall be considered as adequate ground for rejection of the bids.

2 Bidders are required to furnish only those credentials in the above prescribed format for which documentary evidence is available with them. SCCL reserves the right to seek additional information or ask for supporting documents from Bidders for verifying/evaluating their credentials whenever required.

Form C

Undertaking

We hereby confirmed that all the documents submitted in this tender are authentic, genuine, copies of their originals and have been issued by the issuing authority mentioned above and no part of the document(s) / information is false, forged or fabricated.

We hereby confirm that our Bid complies with the total techno-commercial requirements/ terms and conditions of the Bidding Document and subsequent addendum/corrigendum (if any), issued by SCCL, without any deviation/ exception/ comments/ assumptions.

We also confirm that we have quoted the prices without any condition and deviation.

We further confirm that terms and conditions if any, mentioned in our bid (Techno-Commercial as well as Price) shall not be recognized and shall be treated as null and void.

We hereby confirm that we are not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy'.

We hereby confirm that any partner / Director of the entity have not been convicted in any disciplinary proceedings / criminal case by regulatory authority(ies) / court in connection with professional work.

We further confirm that we have not disqualified under Sec 141 of Companies Act, 2013.

We further confirm that, we have not been in negative list / blacklisted by any Public Sector Undertaking / Government Organization / SCCL.

We also confirm that the contents of this Tender have not been modified or altered by us.

We agree that if any noticed in future, our Bid may be rejected / terminated.

We hereby confirm that we have gone through and understood the Bidding Document and that our Bid has been prepared accordingly in compliance with the requirement stipulated in the said documents.

We are submitting Master Index of Bidding Document as part of our Bid duly signed and stamped on each page in token of our acceptance. We undertake that Bidding Document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of Agreement. Further, we shall sign and stamp each page of the Bidding Document as a token of Acceptance and as a part of the Contract in the event of award of Contract to us.

We further confirm that we have quoted our prices in physical mode .We confirm that rate quoted by us includes price for all services as mentioned in the Bidding Document.

Stamp and signature of bidder: _____

Name of bidder: _____

NOTE: To be stamped and signed by the authorized signatory on letterhead of bidder.

Form-D

Bidder's general information

1 Bidder Name: _____

2 Date of registration / incorporation
and number of years of operation: _____

3 Address of Registered Office: _____

4 Address of Local Office In Telangana State(if any):

5 Telephone No _____

6 E-mail address _____

7 Website _____

8 Fax Number _____

9 ICAI firm registration Number and/or
CIN No. of consulting company /
ISO registration no. (if any) _____

10 GST registration number _____

11 Permanent Account Number (PAN) _____

Stamp and signature of bidder: _____

Name of authorized person: _____

Note: The self attested copies of documents at Sl. No. 2, 9, 10 and 11 to be attached

Form-E

E-Payment Form

Bank account particulars

1 Bidder's name _____

2 Address of bidder _____

3 Particular of bank account

- Name of the bank _____
- Branch code _____
- Address of the bank branch _____
- Type of account (SB, Current, Credit) ____
- Account number _____
- Bank's IFSC code for RTGS/NEFT _____

I hereby declare that the particulars given above are correct and complete and accord our consent for receiving payment through electronic mechanism. I also undertake to intimate the changes, if any, in bank account details in future and SCCL will not be held responsible for non-payment / delay due to above change in bank details and also due to technical reasons beyond its control.

(_____)

Signature of the authorized signatory (ies) & Designation

Place:

Date:

Official seal of the bidder

Form-G

(TO BE SUBMITTED ON BIDDER'S OWN LETTER HEAD)

Covering letter for submission of offers

From:

Our Ref: _____ Dated _____

SUBJECT: Appointment of Professional Consultant for Design, Testing, Implementation & Documentation of Internal Controls over Financial Reporting (ICFR) in SCCL

Dear Sir,

Please find herewith our offer in line with requirement of SCCL Bidding document. We confirm that:

1 Offer is in complete compliance with technical as well as commercial requirements of Bidding Document and there is no technical or commercial deviation in the offer.

2 We understand that any technical or commercial deviation in the offer shall render our offer liable for rejection.

3 Our offer shall remain valid for a period of 4(Four) Months from the date of opening of tender.

We declare that the statement made and the information provided in our offer is true and correct in all respect. In case, it is found that the information/ documents provided by us are incorrect/ false, our application shall be rejected by SCCL without any reference to us.

Thanking you,

Yours sincerely,

(Signature of Authorized person)

Full Name:

Designation:

Bidder's official Seal:

Form-H

Letter of Authorization

(TO BE SUBMITTED ON BIDDER'S OWN LETTER HEAD)

To
SCCL

SUBJECT: Appointment of Professional Consultant for Design, Testing, Implementation & Documentation of Internal Controls over Financial Reporting (ICFR) in SCCL

Dear Sir,

We _____ hereby authorize following representative(s) to sign all bid documents / attend Techno-commercial / Price bid opening against your Bidding Document No. **NIT No. : SCCL/FAD/NIT/001, Dated:** _____.2018

Name & Designation _____

Signature _____

We confirm that we shall be bound by all commitments made by aforementioned authorized representatives.

Yours faithfully,

Signature
Name & Designation
For and on behalf of
(Bidder)

NOTES:

a) This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder.

b) Not more than one person is permitted to attend techno-commercial and price bid opening.

c) Bidder's authorized executive is required to carry this authority letter while attending the Techno-commercial bid opening and price bid opening and submit the same to SCCL. Representative should carry their id proof.

PERFORMANCE BANK GUARANTEE

In consideration of the Singareni Collieries Company Limited, Kothagudem Collieries P.O. PIN Code-507101, Khammam District, Telangana State (here in after called "the SCCL") having agreed as per their order No. _____ Dt. _____ to accept _____% Bank guarantee before making payment for performance of the contract i.e., for Implementation of Internal Controls on Financial Reporting (ICFR) as per the terms and conditions contained in the order on production of performance bond in the shape of Bank Guarantee for Rs. _____ (Rupees _____).

We, the Bankers, (_____) through our Regional Office at _____ for and on behalf of our constituents M/s. _____ hereby execute this Bank Guarantee undertake to indemnify The SCCL to the extent of Rs. _____ against satisfactory performance of the contract to the SCCL or their assignee in the event of failing to perform any or all their obligations under the CONTRACT. The decision of the SCCL that the Consultant has failed to perform all or any of its obligations under the CONTRACT shall be conclusive, final and binding on us. (by reason of any breach of terms by the service provider(Consultant) or as contained vide the terms of the accepted service order), during the period of _____ months from the date of order or till adoption of accounts in the AGM for FY 2019-20 and compliance of any queries raised if any, by Statutory Auditors, C&AG Auditor, Audit Committee, Board and Share holders in the AGM whichever is later, are fulfilled for the good unto order.

We, the Bankers _____ further agree that this performance guarantee therein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and that it will continue to be enforceable till the dues of The SCCL under or by virtue of the contract have been fully paid up and their claims fully satisfied or discharged, till the SCCL or their assignee certifies that the terms and conditions of the tender have been fully and properly carried out by the service provider and accordingly discharged this guarantee subject however, that the SCCL or their assignee shall have no rights under this performance Bank guarantee after expiry of _____ months from the date of its execution i.e., up to _____.

And we _____ (The Bank) hereby undertake to pay any claim under the Bank Guarantee on mere demand without any demur to the Company without any reference to the service provider a sum not exceeding Rs. _____ for non-fulfilment of any of the terms and conditions of the contract by the service provider.

We, _____ (The Bank) further agree that if the demand is made by the Company for honouring the bank guarantee constituted by these presents we _____ (Bank) have no right to decline the same for any reason whatsoever and shall pay the amount without any demur within a week from the date of such demand.

The very fact that we _____ (The Bank) decline or fail or neglect to honour the bank guarantee in any manner whatsoever is a sufficient reason for the company to enforce the bank guarantee unconditionally without any reference to the said service provider.

We _____ (The Bank) further agree that a mere demand by the company is sufficient for us to pay the amount covered by the bank guarantee in the manner and within the time aforesaid without reference to the service provider and no protest by the said service provider can be a valid ground for us to decline or fail or neglect to make payment to the company in the manner within the time aforesaid.

We further agree that SCCL shall have the fullest liberty without our consent and without effecting in any manner, our obligations hereunder, to vary any of the terms and conditions of the delivery of service or extend time of performance by the said Consultant from time to time or to postpone it from time to time, any of the powers exercisable by SCCL against the said Consultant and to forbear or enforce any part of the terms and conditions relating to the said CONTRACT and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Consultant.

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

We _____ (The Bank) undertake not to revoke this guarantee during its currency except with the previous consent of the SCCL in writing.

The guarantee shall remain in force for a period of _____ months from the date of order or till adoption of accounts in the AGM for FY 2019-20 and compliance of any queries raised if any, in the AGM and C&AG office whichever is later, in period of time subject to further that the company shall have no right under this bond after the expiry of the above period from the date of execution and we _____ (The Bank) shall be relieved and discharged from all liabilities under this guarantee thereafter.

The above Bank Guarantee is operational for all purpose at our -----Branch, Hyderabad/Kothagudem and We are liable to pay the Guaranteed amount or any part thereof under this guarantee at our -----Branch, Hyderabad/Kothagudem.

Contact details of the Banker:

Postal Address:

Phone & Fax Number:

E-mail id: