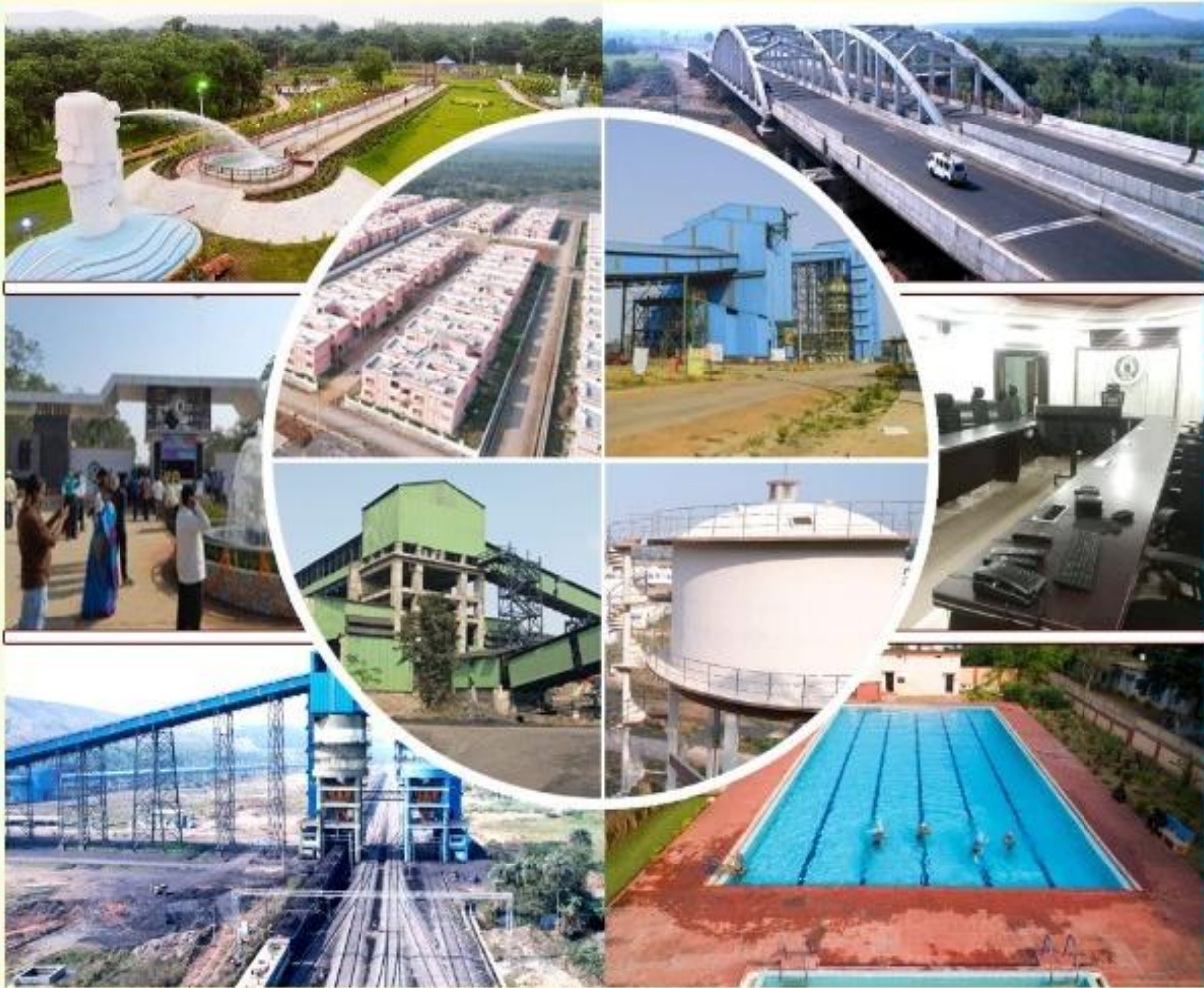




SINGARENI COLLIERIES COMPANY LIMITED

(A Government Company)

CIVIL ENGINEERING DEPARTMENT



CIVIL CONTRACT MANUAL - 2023



1861 - 1962

Everyman who has become great owes his achievement to incessant toil.

*The way to build a nation is to build a good Citizen.
The Citizens should be efficient, of good character &
possess a reasonable high sense of duty.*

PREAMBLE

Contract management imparts an efficient and systematic administration of contractual agreements between parties in order to ensure that all the interests are adequately represented, protected and fulfilled according to the project's specifications, timeframe and budget. It aids the client to achieve the goals with ease, safeguards the rights of contractors and ensures that contracts are maintained for a mutually beneficial result.

Civil Contract Manual lays down standardized Contract Administration & Contract Management procedures for accomplishment of Civil Engineering works in SCCL. It also prescribes the modalities to be followed for approval of various proposals, guidelines for calling tenders and execution of Civil Engineering contracts.

The manual in vogue (CCM-2002) was revised during the year 2002. Subsequent to its revision, over the past two decades, several changes had been incorporated with appropriate circulars from time to time.

Keeping in view of technological advancement in engineering, construction process, Contract Administration, Contract Management and considering all applicable statutes, it is felt to rationalize the prevailing Civil Contract Manual (CCM-2002) to ensure their continued relevance.

To uphold the excellence and integrity of our esteemed Organisation, the latest Civil Contract Manual-2023 (CCM-2023) has been meticulously crafted to embody the policy initiatives, to streamline the process, to ensure transparency, to enhance the ease of doing business and to comply with the highest standards of quality in civil engineering projects.

Key highlights of the manual:

- ✓ Guidelines on pre-tendering: categorization of works, pre-requisites & compliance conditions for floating various types of tenders etc.
- ✓ Guidelines on Tendering: Detailed instructions on the tendering process, including pre-qualification criteria, bid submission requirements, opening, evaluation, approval procedures etc. for awarding the contract.
- ✓ Guidelines on Contract Execution: A step-by-step guide on how to initiate, execute and manage Civil Engineering contracts, with an emphasis on adherence to timelines and project specifications.

- ✓ Compliance and Ethics: Comprehensive information on legal and ethical considerations, ensuring that all activities align with the principles of our organization and government regulations.
- ✓ Safety & Quality Assurance: Protocols to ensure the highest standards for safety, quality, durability, sustainability etc. in all Civil Engineering projects,
- ✓ Reporting and Monitoring: Procedures for progress reporting, project monitoring, performance evaluation, enabling effective project management.

The Civil Contract Manual-2023 was approved by the Board during the meeting held on 31.03.2023 with an advice to review certain sub clauses and communicated vide Board Minute no. 566:5:14. The Board noted the modifications/status after review during the meeting held on 14.07.2023 and communicated vide Board Minute no. 567:3:7.

This latest manual represents significant milestones of our commitment towards efficiency, transparency and accountability. CCM-2023 is an invaluable resource material, guiding template & reference document to all the concerned, who deal with contractual activities pertaining to Civil Engineering Dept.

ACNOWLEDGEMENTS

It gives me a great pride & satisfaction to witness the auspicious event of releasing of Civil Contract Manual – 2023. CCM-2023 is made possible with the great support & painstaking efforts of many individuals. I take this opportunity to thank all the concerned, whoever have contributed their efforts in bringing out this great manual.

First & foremost, I would like to express my sincere gratitude to the committee members Sri KSN Prasad, AGM(Civil), Sri G.Komaraiah, AGM(F&A) & Sri D.V.Ramarao, DGM, O/o GM:I&PM for their invaluable assistance, critical review & guidance in finalisation of this manual.

I am highly indebted to Sri KSN Prasad, AGM(Civil) & Sri D.Ravi Kumar, JE(Civil) for their manifestations in great depths and patience to draft this manual after several deliberations with the committee members.

I am deeply grateful to Sri B.Rajendra Kumar, DGM(Civil), Sri I.Sudheer, DGM(F&A) & Smt K.Sunitha Devi, Company Secretary for their support, insights & crucial role in successfully bringing out this manual.

I would also like to thank Sri Ch.Ramesh Babu, GM(Civil)(Rtd), Sri M.Subba Rao, GM:F&A & Sri A.Ravi Kumar, GM(I&PM) for their effort & mentorship. Their expertise were instrumental in successfully bringing out this Manual.

I would also like to extend my sincere thanks to Sri N.Balaram, IRS, Director(Finance) & (P,A&W), Sri D.Satyanarayana Rao, Director(E&M), Sri NVK Srinivas, Director(Operations), Sri G.Venkateswara Reddy Director(P&P) & Sri S. Chandra Sekhar, Director(Operations)(Rtd) for sparing their time, in depth review & top-notch advice.

It has been a great honour and privilege to acknowledge our beloved C&MD, Sri N.Sridhar, IAS for his continuous encouragement & mentorship.

I would also like to express my gratitude to the Board of Directors for according approval for implementation of Civil Contract Manual - 2023.

Finally, I would like to extend my gratitude to all the people, who have involved directly or indirectly in bringing out this great manual.

Sincerely



(T.Suryanaryana)
GM(Civil)

If your thoughts & actions inspire others to "Dream More", "Learn More", "Do More" and "Become More" you are Leader.

NVK SRINIVAS
Director (Operations)



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(A Government Company)
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CIN : U10102TG1920SGC000571



Message from Director (Operations)

If infrastructure forms the backbone of any nation, then Civil Engineers can be truly termed as Nation Builders. They always play a significant role in providing the infrastructure required for the society. Tasks undertaken by Civil Engineers are linked directly to progress of any nation at global arena. With the changing times and new technologies being introduced in the field of construction, the role of Civil Engineers has evolved a lot.

Technological complexities in a construction project range from simple familiar and well-known materials and facilities to highly complex facilities involving multiple interacting sub systems.

It has always been a concern and challenge for the Government organisations and its Agencies to execute public projects on time, with good quality at optimal cost. Administration of contracts assumes significance and has become the most critical function for any business organisation involved in the activities of projects execution. Entering the contracts of various types and effectively administering the contracts for goods and services have therefore become a dominant activity for all the concerned in Government, Public and Private Sector Organisations.

I feel extremely elated that Civil Engineering Department has revised its Contract manual duly incorporating the latest systems tailored to the present requirements.

I hope that this latest Manual provides a plethora of information for seamless administration of contractual activities pertaining to Civil Engineering Dept.


DIRECTOR (OPERATIONS)



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CHAPTER I

INTRODUCTION

1.1 Organisation

The Singareni Collieries Company Limited (SCCL) is a public sector undertaking and is jointly owned by Govt. of Telangana and Govt. of India. The Company is managed by a Board of Directors nominated by State & Central Government and other appointed functional Directors. Chairman and Managing Director (C&MD) is a whole time Director and is Chief Executive of the Company, entrusted with powers of management of the affairs of the Company duly delegated by the Board.

1.2 Functions of Civil Engineering Department

Civil Engineering Department is responsible for planning, execution and maintenance of all types of constructions in SCCL including Singareni Thermal Power Project. These constructions include industrial structures required for operation of Opencast Projects/ Underground Mines, Coal Handling Plants, Roads/ Railway Sidings for coal transport, Administrative Buildings, Townships with residential quarters and required amenities, Education/ Welfare Buildings, Playgrounds, water supply/ sewerage systems and development of R&R Centres. It is also responsible for civic maintenance of townships, housekeeping of office buildings, deployment of manpower and making arrangements for organisation of functions.

1.3 Responsibilities

- i) General Manager (Civil) is overall head of Civil Engineering Department and works under the administrative control of Director (Operations). He holds general charge of all civil works at mines, departments and colonies in the Company. Additionally, General Manager (Civil) discharges duties similar to that of Area General Managers with respect to civil contracts pertaining to Kothagudem Corporate Area.
- ii) Area Civil Engineers, who are under the administrative control of Area General Managers work under technical guidance of General Manager (Civil). They are also appointed Agents under Mines Act, 1952 and hold general charge of all civil works at mines and departments. Field engineering staff working under control of Area Civil Engineers are responsible for execution of contracts in addition to departmental maintenance of water supply systems and residential buildings.
- iii) Regional Quality Control Engineers under the administrative control of General Manager (Civil) conduct random checks on civil construction works during execution to ensure quality of the works and clear the bills processed by field staff for payment to contracting agencies.

1.4 Applicability of Civil Contract Manual

- i) This manual lays down contract management procedures. All activities of civil engineering department with respect to contracts shall be regulated as per the procedures laid down herein.



- ii) Civil engineering staff at various levels and positions are involved in activities such as preparation of estimates, floating of tenders, awarding of contracts, execution of works and payment of bills throughout the company. Thus it is important to ensure uniform and transparent procedures governing these activities. The procedures laid down in this manual contain the best engineering and administrative practices for not only maintaining fairness and transparency, but also achieving the organisation's requirements in a competitive environment.
- iii) This manual is for internal regulation of procedures relating to contract management of civil works. This manual cannot be cited for any legal proceedings against the Company.
- iv) Circulars issued for any clarifications subsequent to approval of this manual and all amendments shall be annexed to this Civil Contract Manual duly displaying in brief at appropriate pages with effective dates.



CHAPTER II

SANCTION OF WORKS AND PREPARATION OF ESTIMATES

2.1 Classification of works

The contract works undertaken by the Civil Engineering Department are mainly classified into 3 categories.

- i) Original works
 - a) All new constructions.
 - b) All types of additions and alterations to abandoned or damaged assets that are required to put them in to usage.
 - c) Major re-modelling of existing structures which results in increase in the life and value of the property.

- ii) Maintenance and Repair (M&R) works and other Revenue works

These works cover operations undertaken to maintain the existing assets in a proper condition and include maintenance of all services such as water supply/ sewerage systems, roads, railway sidings etc. Other Revenue works include works such as BT renewal coats, re-organisation of water supply lines/ sanitary lines, construction of small sheds, garages & small additions to buildings, fencing for protection of company lands and other minor value works.

- iii) Outsourcing works

The outsourcing works are differentiated from civil works mentioned (i) and (ii) above. These are manpower intensive contract works which include works such as civic maintenance of town ships, housekeeping of public buildings, cleaning of coal roads, deployment of contract labour for miscellaneous supportive operations.

2.2 Budgetary support to the works

- i) Capital works

- a) Every year, exercise is made in Areas to identify the capital nature works for achieving the targeted production from existing mines, for opening of new mines, construction/ modernisation of supporting infrastructure, welfare amenities including construction of residential buildings, township amenities, R&R infrastructure etc. which are to be taken-up in the coming financial year.
- b) The proposals made by Areas are verified by I&PM department keeping the provisions made in Feasibility Reports (FRs) / Revised Cost Estimates (RCEs) of mines and production targets in view. I&PM department firms up proposals for the Annual Plan. Annual Plan includes spill-over provisions for works sanctioned in previous years but not completed and new works with current year provisions and spill-over provisions into subsequent years. After due process at Corporate, the proposed Annual Plan for the year will be put-up for approval of the Board.
- c) Once the Annual Plan is approved, concerted effort shall be initiated in Areas with due monitoring from O/o GM (Civil) to take-up all the works approved in Annual Plan and see that expenditure is incurred as per the budgetary layout in the Annual Plan. I&PM department monitors the achievement of expenditure targets.



- d) If it is required to take-up any new production related works which could not be foreseen or which is prioritised subsequent to approval of Annual Plan, proposal shall be sent to I&PM department with due justification. In turn, I&PM department processes the proposal for approval from the competent authority for the same by way of re-appropriation.

ii) Revenue works

- a) In a similar way, exercise is made in Areas to identify the revenue nature works including periodic maintenance & repair works at mines and townships and outsourcing works for the coming financial year. The financial figures are verified and firmed up at O/o General Manager (Civil). After seeking approval of Director (O), the same is forwarded to Corporate Finance for inclusion of the same in overall Revenue Budget of the Company. On approval of Revenue Budget by the Board, the approved Functional Budget for the financial year is communicated to Area Civil Engineers.
- b) Functional Budget includes fund provisions under broad heads such as buildings, water supply, roads, mines etc. Restraint shall be exercised in Areas to control expenditure under Functional Budget. Any re-appropriation requests from Areas for shifting of funds from one head to another head during the year shall be processed for approval of Director (O).

iii) CSR works

- a) Company from time to time considers and sanctions works that can be taken up under its Corporate Social Responsibility (CSR) programme. Most of these works are meant for development of surrounding areas of the Company. These works are normally entrusted to state government engineering departments for execution through District Collector. Sometimes Area civil departments are asked to take-up these works in the interest of targeted beneficiaries. The fund provision for the works and progress/completion of the works are monitored by General Manager (CSR).

2.3 Company's Schedule of Rates (SR)

- i) SCCL prepares its own SR for civil works. SR contains all-inclusive rates for finished work items such as cement concretes of different grades, plasterings, supply and fixing of doors/windows etc. SR rates are prepared taking inputs (specifications and rates) mainly from State Government's Schedule of Rates (SoR) and State government's Standard Data. For chapters such as Railway Siding maintenance, Bore-well items etc., the inputs are taken from Railways and other sources including local market. Contractor's Profit and Over Heads (CPOH), presently at 13.615% is added before firming up the rates for individual items. Sometimes moderation of rates is also carried out based on the bidding trends. SR rates arrived for different items are exclusive of seigniorage charges, Goods and Services Tax (GST).
- ii) SR is normally revised every year subsequent to the release of State government's SoR and brought out in a printed booklet form. SR, along with existing leads for quarry material such as metal, sand in different Areas is uploaded to Civil department's application software called Civil Department Information System (CDIS). All estimates for calling tenders for civil works are



prepared in CDIS. Applications/reports facilitated by CDIS are briefed in **Annexure-3**.

- iii) If suitable items with required specifications for execution of any work are felt not available in SR, Derived Rates (based on Standard Data and Govt. SoR rates)/ Data Rates (based on rate analysis with local market rates) for such items can be sought from O/o GM (Civil). GM (Civil) is the appropriate authority to approve these Derived Rates/ Data Rates. Upon approval, these DRs will be made part of respective SR/CDIS.
- iv) All tenders based on estimates prepared with SR rates are to be called on uniform percentage basis.
- v) When rates are not available in SR for any items due to their complexity/ special nature, tenders can be floated with rate column blank with approval of GM(Civil).

2.4 Preliminary estimates

- i) Before commencement of any work, a draft scheme is first prepared with brief outline of the work and the probable cost assessment of the scheme is made through a preliminary estimate. Preliminary estimates are required for all types of works for obtaining approval from Competent Authority to take up the works. Preliminary estimates are prepared based on unit rates i.e. plinth area rates of similar works carried out in the past duly factoring the cost escalation. If it is a new type of work and similar works were not carried out in SCCL in recent past, probable cost of work can be arrived at judiciously by obtaining information from other organisations or consultants.

2.5. Detailed estimates

Procedure for preparation of detailed estimates for different types of works is as follows.

i) Original works

- a) Once the administrative approval for a work has been obtained and funds made available, the next step consists of preparation of designs and drawings for the works. Such an activity requires in-depth information of the site, details of the functional requirements, sub-soil report, anticipated loads etc.
- b) The functional requirements should be decided on the use of particular facility e.g. coal handling plants, workshops, welfare buildings etc. The system layout for different schemes shall be obtained from concerned disciplines.
- c) Once the designs and drawings are ready and the specifications for various works have been selected, detailed estimate for the works is prepared duly considering the item rates given in the company's Schedule of Rates (SR).
- d) Provision of internal electrification is a part of civil work in construction of buildings. Towards this a separate chapter is made available in SR. Field staff with the help of workshop authorities shall finalise the layout and include internal electrification items in the detailed estimate so as to make it comprehensive.



- e) The specifications for different items of work are to be decided before the estimates are prepared. The specifications are to be laid down with due regard to functional utility, safety, durability and aesthetics. The specifications, standard of construction and quality of materials depend on the type of structures, the life and the utility value. Richer the specifications, more is the estimated cost and therefore justification should be there for adopting richer specifications.
- f) For the purpose of cost optimisation, alternative schemes satisfying the basic functional requirements, have to be tried and the cost worked out to select the most cost effective solution for the given situation.

ii) M&R works

Each administrative Area is divided into different sections i.e., group of residential quarters, group of mines etc., for carrying out M&R works. As most of the works are carried out by calling annual tenders section-wise, estimates for relay tenders are to be finalised based on the experience gained in previous year and considering special works envisaged in the coming year, if any. Estimates shall cover all major items required for execution of the work, though it is inevitable to execute certain unforeseen SR items in M&R tenders.

iii) Outsourcing works

One should be judicious in proposing the manpower in outsourcing tenders whether they are new or relay tenders. If more manpower is envisaged in relay tenders, clear justification shall be brought out for the same while seeking approval. For arriving the cost estimates, unit rates given in approved Outsourcing Manual are to be adopted duly factoring increase in minimum wages, cost of VTC training, cost of safety gadgets etc., as per the prevailing guidelines.

iv) EPC (lump sum turnkey) works

EPC tenders are normally resorted to for taking up specialised/ complex nature works such as CHPs, STPs, Swimming Pools. Normally the basic designs with broad parameters for these works are obtained from consultants. Consultants provide abstract estimates for the whole work with unit-wise breakup. They are required to consider the prevailing SR of SCCL/ State Govt. SoR and market rates for arriving at unit costs. Sometimes estimates for such tenders can be prepared by obtaining the details of similar works executed in other organisations without involving consultants. One should be cautious in verifying the veracity of the estimated cost after factoring the trends in cost indices.

v) Components of Detailed Estimate

Detailed estimated cost of the work shall include the following components

- Estimated cost based on SR rates (Part-A for departmental material and Part-B for SR based work items). Sometimes, Part-C is considered for including non-SR items. For evaluation the sum of quoted amounts against Part-B & Part C will be the criteria for arriving at the L1 bidder status of the tender.
- Provision for expected tender premium up to 5%
- Provision for price escalation up to 5%



- Seigniorage charges (including DMFT, SMET and applicable permit fee) for quarry material
- Goods & Services Tax (GST)
- Contingencies (up to 5% of estimated cost for works costing up to Rs.3 Cr. and 3% for works costing above Rs.3 Cr.)



CHAPTER III

TYPES OF TENDERS

Civil Engineering Department deals with the following types of tenders

3.1 Online tenders

Tenders for civil works (original works, M&R works and other Revenue works) costing above Rs 1.00L are floated through online mode under e-procurement platform. Procedure for participation by bidders in on-line tenders is given in **Annexure-4**. These tenders include

- i) SR based tenders: SCCL procures cement & steel (reinforcement steel and regular sections of structural steel) and issues them through Company's stores for civil construction purposes. For most of the works the required cement and steel are issued departmentally at a fixed rates. Price bid in tender schedule is divided into Part A and Part B (model bid document is given in **Annexure-2**). Part A consists of supply of departmental materials (cement and steel) and Part B consists of all SR based work items. Additionally, Part B items may include supply of certain non regular steel items like 6mm rounds, flat iron, small angles, tubular sections which are normally not procured by Company. Further, for major and complex works such as housing projects, CHPs etc, supply of cement and steel is kept in the scope of contractor to avoid delays in project execution. For this, specific approval of Director (Operations) is required.

Here, bidders are required to quote uniform percentage on Estimated Contract Value (ECV) i.e. value of Part B of Price Bid (SR based work items). Bidders are not allowed to quote any premium on Part-A of Price Bid (departmentally issued materials i.e cement & steel).

- ii) Item rate quoted tenders: These types of tenders are floated when SR rates are not available for work items. Under this type of tenders, detailed specifications of work items will be furnished and rate column will be kept blank and bidders are required to quote their rates against each item. Considering the rates quoted for each item and the cumulative amount arrived so will be the criteria for arriving at the L1 bidder status of the tender.
- iii) Combination of above two types i.e., part schedule contains SR items for which uniform percentage is to be quoted and part schedule contains non-SR items for which rates are to be quoted against individual items.
- iv) EPC Tenders: EPC tenders are floated for complex/ specialised nature works for execution of which detailed designs/ drawings are not available with the Company. Bidders are required to quote their lump sum amount for completion of the project which includes submission of designs and drawings and execution of the works as per the approved designs and drawings. L1 bidder will be evaluated based on the lumpsum amounts quoted by the bidders for total completion of the work on turn-key basis. However, bidders are asked to submit unit-wise breakup rates to verify the abnormalities (i.e., very high rates/ very low rates), if any, in the quoted rates and to facilitate breakup payments during execution.



3.2 Offline tenders

For works costing below Rs 1.00L, quotations are collected from the local qualified contractor's/ agencies and works are awarded to L1 bidder on justification of price. No formal agreement on non-judicial stamp paper is required for these works.

3.3 Outsourcing tenders

Day to day maintenance of Company's establishments is carried out by deploying contract labour through outsourcing tenders. These tenders are meant for works such as civic maintenance of townships, housekeeping of public buildings, sweeping of coal roads, maintenance of STPs, maintenance of swimming pools and deployment of contract labour for carrying out non-perennial and non-core works at mines, CHPs, townships and office buildings etc. Unit rates (piece rates) are prepared for jobs such as sweeping of roads, mopping of floors, cleaning of drains, sanitary lines etc., duly factoring minimum wages of labour, CMPF, CMPS, bonus, cost of consumables and contractor's profit element etc. A separate Outsourcing Manual which contains specifications and unit rates for different maintenance activities based on manpower coefficients arrived for each activity is approved. Outsourcing tenders are called on unit rates duly factoring increase in minimum wages, cost of VTC training, cost of safety gadgets etc., as per the prevailing guidelines. Contractors will not be allowed to quote any premium on these rates. Works are awarded at Company's unit rates only. A draw is conducted among the interested eligible contractors of the Company registered for respective administrative Area of the Company. These tenders are generally called for two years period. These are offline tenders.

3.4 Nomination tenders

- i) Depending up on the urgency, certain important works such as machinery foundations, works connected to VIP visits, supply of material connected to production, water supply breakdown works, the works entrusted by the Directors etc., can be taken-up on nomination basis at the approved tender rates of similar works.
- ii) Nomination tenders should be resorted to in exceptional cases with prior approval of C&MD. However, tenders can be processed for approval of Competent Authority as per DoP.

3.5 Limited tenders

- i) Limited tenders can be called in case the work is of special nature/urgent nature with strict time frame and stringent quality requirements and the work cannot be taken-up by all contractors.
- ii) Limited tenders may be invited amongst working contractors or known specialist agencies.
- iii) List of contractors is to be finalized based on the decided criteria and approval of the tender approving authority is to be sought before calling tenders.
- iv) Limited tenders are to be resorted to sparingly with full justification.

3.6 Consultancy tenders

- i) Consultancy tenders are normally resorted to for obtaining services such as architectural consultancy services, Project Management Consultancy (PMC) services or Detailed Project Report (DPR) consultancy services. Normally these



tenders are called on-line. But sometimes, in a view to get response from the qualified consultants, these tenders may be called offline. Consulting agencies are required to quote in lump sum or in percentage of Project cost. Further, if consultants happen to be Govt. agencies such as RITES, CMPDI, the tenders will be awarded on nomination after negotiating the price.

- ii) Consultancy works such as proof checking of structural designs or original structural designs of typical or special structures, assignment of specialized jobs such as soil investigation and seeking expert advice can be assigned to IITs, NITs, Government engineering colleges and other Central/ State government institutions without call of tenders but with approval of Competent Authority as per DOP.
- iii) A firm hired to provide consultancy services for the preparation or implementation of a project will be barred from providing goods or works or services related to the same project. The same is applicable to affiliates of the consultancy firm.

3.7 Pit material tenders

- i) Construction materials like sand, metal are to be supplied to the mines for underground works. Requirement of these materials per annum shall be furnished by the concerned Mine Managers to the Area Civil Engineer for floating tenders/ for supplying through local work orders chargeable to the concerned M&R tender.
- ii) Similarly clay pills tenders are called for the annual requirement of all the mines in the Area.
- iii) The payment of bills for pit material supplied to mines shall be processed by Area Civil department based on the advice of mine authorities with respect to quantity of material received.
- iv) Presently, supply of fly-ash bricks for mines is being dealt by Area Purchase Departments.

3.8 Tenders for hiring of machinery:

- i) Sometimes for taking-up works such as jungle cutting, ground levelling, trench cutting, de-silting of canals/tanks, drinking water supply to project affected villages, material transportation, deployment of machinery like dozers, shovels, tractors, water tankers is required on hourly basis (not a part of construction works).
- ii) These tenders for hiring of above machinery shall be dealt by Area Purchase departments. In special cases the same can be dealt by Civil Department with approval of Director (O). These tenders shall be floated on e-procurement platform with quotation on percentage basis if rates are available for respective items in SR; else with rate column blank.



CHAPTER IV

REGISTRATION OF CONTRACTORS

4.1 Introduction

- i) For participating in Area level tenders pertaining to civil works (estimated cost (i.e., cost of Part-A + Part-B) up to Rs.50 Lakhs) the contractors are required to get themselves preregistered in the Civil engineering department of the Company. Registration in appropriate class is the sole eligibility criterion for participation in above tenders. Registered contractors can participate in Area level tenders throughout the Company i.e., in all administrative Areas of the Company.
- ii) For participating in outsourcing tenders such as civic maintenance of townships, housekeeping of office buildings, deployment of contract labour etc, SCCL registered contractors only are eligible. They can participate in outsourcing tenders of only that administrative Area which they opted at the time of registration/ renewal. They cannot participate in outsourcing tenders of other Areas. Even for these tenders, registration in appropriate class is the sole eligibility criterion.
- iii) For participation in Corporate tenders (estimated cost (i.e., cost of Part-A + Part-B) above Rs.50 Lakhs) which are called from O/o G.M.(Civil), both SCCL registered and unregistered contractors are eligible to participate provided they meet the eligibility criteria mentioned in NIT.

4.2 Class of registration and norms for registration

Class	Tender eligibility	Minimum turnover in civil works in any one financial year in the preceding 10 financial years	Solvency	Registration Fee
IV	Up to Rs 15 L	Nil*	Rs 1.5 L	Rs 500 + GST
III	Up to Rs 30 L	Rs 10 L	Rs 3.0 L	Rs 1000 + GST
II	Up to Rs 50 L	Rs 20 L	Rs 5.0 L	Rs 2000 + GST
I	Above Rs 50 L (for only outsourcing tenders)	Rs 30 L	Rs 10.0 L	Rs 3000 + GST

*(Supervisory experience (or) Degree/ Diploma in Civil Engg.)

- i) The contractor registration in SCCL is valid for 5 years period.
- ii) The registration of contractors is processed at O/o GM(Civil) after due verification/ confirmation of genuineness of the documents submitted. Format for application is given in **Annexure-5**. Format for Registration Card and Registration Certificate are given in **Annexure-6**. After registration, a vendor code is allotted by Material Procurement department for each registered contractor to facilitate financial transaction with SCCL.



- iii) Supervisory certificate issued by Class I contractors of SCCL or any Govt. organisation/ department is accepted for registering an applicant into Class IV. Such certificate shall be verified and countersigned by any engineer of not less than Executive Engineer cadre of the State Govt. Departments. In case of SCCL, it has to be verified and countersigned by respective Area Civil Engineer.
- iv) The prescribed minimum annual financial turnover to be shown by the contractor shall be on Civil Engineering works only. This is to be established through experience certificates issued by Govt. Departments/SCCL. Annual turnover in any one financial year during the preceding 10 financial years (including current financial year) will be considered. Here, Civil works means all original construction works or M&R works to structures but not Outsourcing works. This applies to registration into Class I also.
- v) The prescribed solvency shall be paid in the form of FDR from any scheduled Bank and should be valid for total registration validity period.
- vi) The registration fee prescribed shall be paid in cash counter at SCCL Head Office.

4.3 Renewal of registration

Applications for renewal of registration should be submitted one month in advance from the date of expiry of validity of registration with required documents. Format for application is given in **Annexure-5**.

For renewal of existing contractor registration to the same class, contractor shall have executed at least one civil/ outsourcing work (irrespective of the value of work) in the preceding 10 financial years (including current financial year).

If the registration is not got renewed before expiry of validity period, they should get themselves re-registered duly following all norms prescribed for new registration.

4.4 Upgradation of registration

Registered contractor in a lower class can get his registration upgraded to the higher class even before expiry of registration validity period if he fulfils the minimum annual turnover (as per the eligibility for that particular higher class)

In this case, the minimum annual turnover can be reckoned by considering total experience in civil engineering works plus outsourcing works (outsourcing works restricted to Max 25% of the required value for that particular class) in preceding 10 financial years (including current financial year).

(e.g. for up-gradation to Class-I, maximum value of outsourcing experience to be considered is Rs 7.50 Lakhs (25% of 30 Lakhs).

4.5 Registration for outsourcing tenders

The registered contractors can participate in outsourcing tenders also with same registration certificate issued for taking-up civil works. While getting them registered 1st time in SCCL, as per their request, they will be allocated to



any one administrative Area of SCCL for participation in outsourcing tenders of that Area. Any request for change of allocated Area will be processed only after 2 years period from earlier allocation. Renewal/ upgradation of registration will not affect this norm.

4.6 Approving authority for registrations

Approving authority for new registrations/ renewals/ up gradations is Director(O). However, allocation of Area/Change of Area to contractors for participation in outsourcing tenders will be approved by GM (Civil).

4.7 Change in constitution of firm

- i) If the contractor registered in the capacity of individual starts a proprietary/ partnership firm or a Private Limited Company after registration in SCCL, he can request for change of name duly submitting the supporting documents. The request will be processed through law department of SCCL for approval of competent authority. The registration name will be changed, but the same registration number will continue to exist.
- ii) If the contractor is originally a proprietary/ partnership firm or a Private Limited Company at the time of registration in SCCL, the change in constitution of the bodies, if any, shall be informed to SCCL from time to time promptly.

4.8 Mutually Aided Co-operative Societies (MACSs)

- i) SCCL in its administrative Areas reserves some of the outsourcing tender works to Mutually Aided Co-operative Societies (MACSs) formed by Project Displaced Families (PDFs) and Project Affected Families (PAFs) resulted due to SCCL operations. Local tribals other than PDFs/PAFs can also form MACSs, register with Registrar of Co-operatives and request SCCL to allow registration of their societies for participation in outsourcing tenders. Area level management of SCCL shall consider such requests and verify the status of the members through Area Estates Department of the Company and local revenue authorities (if required). Area General Manager recommends to General Manager (Civil) for registering the MACSs with SCCL.
- ii) MACSs are exempted from submission of any sort of work experience and solvency for registration. No class is mentioned in the registration of MACSs. Validity of the registration is 5 years.

4.9 Registration of SC/ST/Waddera or Sagara or Uppara community contractors

- i) SCCL reserves certain percentage of Area level tenders and Corporate tenders for civil works (not outsourcing works) with value up to Rs.1 Cr. for contractors belonging to SC/ST/Waddera or Sagara or Uppara communities in consequence to G.O.Ms.No.59.
- ii) Registration of such contractors into Class IV and Class III are exempted from submission of solvency.
- iii) After achieving required turnover, they can get upgraded to suitable higher class as per the criteria specified for upgradation of registration.

Detailed in **Annexure-23**



4.10 Debarring of contractors from tendering

- i) GM(Civil) may recommend for debarring a contractor **for a period of one year**, if the bidder/ contractor
 - a) Withdraws his tender during validity period prior to the award of work.
 - b) is found furnished false/ fabricated particulars in forms/statements/ annexures submitted in proof of qualifying criteria before commencing the work.
 - c) If any successful bidder fails to submit the originals of uploaded documents/ 2.50% EMD within the stipulated time
 - d) has not entered into agreement and not started the work after award of work.
 - e) has failed to execute and complete the work after entering into Agreement.
 - f) continuously refuses to pay Government dues as per statute (Royalties, GST, Income Tax etc).
- ii) if the bidder/ contractor is proved to be involved in pilferage or unauthorized use / disposal of company materials. In such case debar period shall be **two years**
- iii) Debarring means not allowing the contractor to participate in future tenders of civil department for one year/ two years as the case may be. Same embargo will be placed even in intervening period i.e. from date of receipt of proposal by Corporate Office from Areas to the date of serving the debarring letter. O/o GM(Civil) should communicate to all Area Engineers for effecting the above action.
- iv) However, the debarred Agency will be allowed to complete the other on-hand works at the time of debar.
- v) In case the contracting agency is a JV firm, debarring shall be applicable to all the individual partners of JV.
- vi) After approved period of punishment, based on a written representation of the debarred contractor, GM (Civil) may recommend to the Competent Authority to lift the embargo on the debarred contractor to enable him to re-participate in the tenders.
- vii) The Competent authority for approval of debarment/lifting of debarment before or after punishment period is Director (Operations).

4.11 Blacklisting of contractors

- i) GM(Civil) shall recommend for blacklisting of any contractor, if the contractor
 - a) has been debarred under 4.10.(i) (c)/(d)/(e) and again fails to execute one more work in the debar period.
 - b) has been debarred under 4.10.(ii) and repeats for second time.
 - c) has failed to execute the works on more than one occasion continuously or more than one work which are in progress simultaneously.
 - d) abandons abruptly the work after executing only a minor portion of the work (less than 10%).



- e) is proved to be responsible for major constructional defects.
- f) is proved to be indulged in any acts that affect the image of the organization.
- g) is found furnished false/fabricated particulars in forms/statements/annexures submitted in proof of qualifying criteria during execution of the work.
- h) is charged with and proved guilty in any other issues considered very serious.
- i) is charged with and proved guilty of malpractices such as bribery, corruption, fraud etc.
- j) is proved guilty of drawing double payment or submission of invoice for double payment for carrying out the same job/work.
- ii) Blacklisting means permanent cessation of business with the contractor. However, the contractor can be allowed to execute the on-hand works with specific approval from the competent authority.
- iii) The contractor will not be allowed to participate in civil tenders even in the intervening period i.e. from date of receipt of proposal by Corporate Office from Areas to the date of serving the blacklisting letter. O/o GM(Civil) should communicate to all Area Engineers for effecting the above action.
- iv) In case the contracting agency is a JV firm, blacklisting shall apply to all the individual partners of JV.
- v) In any case as mentioned above the merits and de-merits of the case shall be thoroughly examined by the Competent Authority and gets satisfied regarding irregularities committed by the contractor before taking extreme action of blacklisting.
- vi) The Competent Authority for approval of blacklisting / revocation of blacklisting before or after punishment period shall be Chairman & Managing Director.



CHAPTER V

FLOATING OF TENDERS

5.1 Approval for floating tenders

- i) Revenue works: Area GM is approving authority for floating tenders up to Rs.50 lakhs provided funds are available for the proposed works in the respective head of the functional budget and the same is vetted by Area Finance. For works costing above Rs.50 lakhs, approval of Director(O) duly routing the proposal through Director In-charge of the Area is required.
- ii) Capital works: Area GM is approving authority for floating tenders for which he is tender approving authority, provided funds are available for the proposed works in the Annual Plan and the same is vetted by Area Finance. For higher value works, approval of Director(O) duly routing the proposal through Director in-charge of the Area is required.
- iii) Appointment of private architect/consultant shall be need based and shall be carried out by invitation of bids with the prior approval of Director (Operations). The Authority shall satisfy for involvement of special and outstanding nature of work and SCCL does not have substantial exposure for such nature of works in the past. Consultancy tenders will be floated at Areas or Corporate as proposed by GM(Civil) based on the nature and importance of the consultancy work.
- iv) Additionally, for works costing above Rs.5.0 Cr. (estimated cost of Part-A + Part-B), a note is to be generated in O/o GM(Civil) bringing out the clauses included in NIT and put up for perusal of the designated committee (NIT committee) consisting of GM(Civil), GM(I&PM), Law Manager and GM(F&A). The committee will verify whether the NIT drafted is as per the laid down procedures and specific approvals obtained, if any. After vetting by the committee, NIT will be published.
- v) Normally, splitting of a capital work and floating more than one tender resulting in seeking of approvals from lower level authorities and reduction in eligibility criteria of bidders is not allowed. In special circumstances, if splitting of capital work facilitates competitive bidding/ early completion of the work, the same can be resorted after seeking approval of Director (O) with due justification.

5.2 Offices dealing with tenders

- i) For Area level tenders (estimated cost (i.e., Part-A + Part-B) up to Rs.50L), tender action is taken at O/o Area Civil Engineer under single packet system (both technical & price bids are opened at the same time). Tenders for all outsourcing works, irrespective of value are called at Area level. However, approvals are obtained as per DoP.
- ii) For corporate tenders (estimated cost (i.e., Part-A + Part-B) above Rs.50L), tender action is taken at O/o GM(Civil) under double packet system (primarily technical bids are evaluated and subsequent to the approval of competent authority, price bids will be opened) and processed for approval of tender approving authority as per Delegation of Powers (DoP).



5.3 Reservation/Earmarking of certain tenders

- i) Certain tenders pertaining to civil construction works, whose estimated cost is upto Rs.1.0 Cr, are to be reserved for contractors belonging to SC/ ST/ Waddera or Sagara or Uppara communities in consequence to G.O.Ms.No.59 as per the following percentages.

15% to SCs

6% to STs

3% to Waddera or Sagara or Uppara communities

- ii) Certain outsourcing works are to be identified and reserved for MACSs in order of preference: MACSs of tribal PDFs/ PAFs > MACSs of non-tribal PDFs/ PAFs > MACSs of tribals of the Area other than PDFs/ PAFs. Rotation of MACSs for different works is to be ensured instead of continuing same society for the same work continuously.

5.4 Technical information booklet:

The concerned in technical branch shall prepare technical information booklet and obtain approval of General Manager (Civil)/Area Civil Engineer, as the case may be, before releasing of NIT. The booklet should contain information w.r.t. financial provision and administrative sanction, detailed scope of the work, specifications proposed, detailed and abstract estimates, layout/ drawings etc.

5.5 Publication of NITs

- i) Notice Inviting Tenders (NITs) for Area level tenders are released under the signature of Area General Managers and ED/GM(E&M), in case of STPP. NITs are released under the signature of General Manager (Civil) for Corporate & Corporate Area tenders.
- ii) Online tenders are called through e-proc portal of Telangana State Government wherein detailed Notice Inviting Tenders (NIT) is displayed. For outsourcing tenders and other offline tenders, detailed NITs are displayed in the notice boards of Area Civil Engineering Departments, concerned Area GM office of SCCL.
- iii) Additionally, for works costing above Rs. 25L (except outsourcing tenders), an abridged form of NIT is published in one English daily news paper and one Telugu/vernacular language daily news paper.
- iv) Consultancy tenders, if required to be called offline, abridged form of NIT is to be published in newspaper, irrespective of value of tenders. Additionally, NIT of these tenders shall be displayed in e-Procurement portal under "offline tenders"
- v) All NITs, irrespective of their value, shall be published in Company's website.

5.6 Timelines for bidding

- i) In case of tenders for civil works, time period of 14 clear days shall be given from bid submission start date to closing date of bid submission.
- ii) In case of outsourcing tenders, time period of 7 clear days shall be given for submission of applications.
- iii) However, in case of urgent works the above time periods can be reduced with the approval of the Competent Authority i.e., Area General Manager for Area level tenders and Director (O) for Corporate tenders.



- iv) If response is poor i.e. the bids received are less than 3, dates for submission of bids will be extended 2 times i.e. 1st time for 2 days and 2nd time for 5 days by Area Civil Engineer/ GM(Civil) as the case may be.
- v) If response is poor even after two extensions, approval for opening of bids shall be obtained from Director (O) for corporate tenders and from Area General Manager for Area level tenders (GM(Civil) for CORP Area tenders and ED/GM(E&M) for STPP tenders).
- vi) Tenders floated under earmarked works to SC/ ST/ Waddera or Sagara or Uppara communities even if single bid is received in 1st call, tenders will be opened.
- vii) If tenders are to be floated for a new kind of work with emerging technologies, a vendor meet can be conducted with approval of Director(O). Prospective bidders/ technology providers will be invited to participate in the vendor meet through paper publication and off-line publication in e-procurement portal. In the vendor meet, it should be explored to arrive at finalities of technology, construction methods and rational eligibility criteria for wider participation etc. It will facilitate to finalise the tender document to call the tenders on EPC mode subsequently.
- viii) In case of specialised works called through EPC tenders, pre-bid meeting with bidders may be required. Specific approval of Director (O) is required when pre-bid meeting is proposed. Pre-bid meeting enables the following aspects.
 - To furnish clarification to bidders on any issue related to bid document.
 - When the work involves emerging technology which is not fully established.
 - To verify whether the specifications drafted is in conformity with the latest material available in the market.

Based on the pre-bid meeting proceedings, addendum (on technical specifications) to the tender document may be required to be issued and tagged to the NIT on e-Procurement portal. Addendum is to be approved by Director(O) (through NIT committee for works costing Rs.5 Cr and above).

Date of pre-bid meeting and last date for submission of bids shall be suitably decided while inviting the tenders so that sufficient time is allowed to bidders to consider implications of addendum issued if any in their offer.

5.7 Corrigendum and Addendums

- i) If any corrigendum (any correction in NIT and tender conditions) or addendum (addition to tender conditions) is envisaged subsequent to publication of NIT, the same can be displayed on e-Procurement portal tagging to the original NIT after seeking approval of the competent authority i.e., Area General Manager for Area level tenders and Director (O) for Corporate tenders. (GM(Civil) for CORP Area tenders and ED/GM(E&M) for STPP tenders).
- ii) No paper publication of corrigendum/ addendums is required for on-line tenders.
- iii) In any case, it shall be seen that a minimum of 3 days is left for bid submission after notifying corrigendum/ addendum.



5.8 Cancellation of tenders

Due to administrative reasons, sometimes the tenders may require to be cancelled during processing of bids. In such cases the tenders can be cancelled duly recording the reasons and obtaining approval of the authorities as follows:

- i) Before opening of the price bids: Tenders can be cancelled by tender inviting authority i.e. GM(Civil) for Corporate tenders, Area GM for Area Level Tenders (GM(Civil) for CORP Area tenders and ED/GM(E&M) for STPP tenders).
- ii) After opening of the price bids: Tenders can be cancelled by processing the proposal through tender committee and after approval of tender approving authority as per DoP. C&MD is the highest authority.

5.9 Non responsive tenders

- i) If there is no response to tender calls even after 2 times, the following relaxation can be given in calling tenders in the order indicated.
- ii) For Area Level Tenders, with the approval of Area GM (GM(Civil) for CORP Area tenders and ED/GM(E&M) for STPP tenders).
 - a) Relaxation of class of registration
 - b) Removal of ceiling on Tender premium.
 - c) Calling tenders with rate column blank.
- iii) For Corporate Tenders, with approval of Director (Operations).
 - a) Relaxation in eligibility criteria.
 - b) Removal of ceiling on Tender premium.
 - c) Calling tenders with rate column blank.

(Note: For works costing more than Rs.5 crores, proposal shall be routed through NIT committee)



CHAPTER VI

ELIGIBILITY CRITERIA FOR PARTICIPATION IN TENDERS

6.1 Area Level tenders

- i) The following eligibility criteria is to be followed for floating tenders at Area level (estimated cost (i.e., Part-A + Part-B) up to Rs.50L).
 - payment of initial EMD or uploading valid document for claiming exemption from payment of initial EMD (as specified in NIT)
 - pre-registration with SCCL in appropriate class. Registration should be valid as on date of closing of bids.
 - However, for special nature works such as Rly.siding maintenance, retrofitting of concrete structures, retrofitting of steel structures, anti-termite treatment, water proofing of structures, experience in similar nature works (as per e-procurement formula) can be mentioned as eligibility criteria to ensure participation in the tender by the experienced contractors duly removing the requirement of registration with the approval of GM(Civil).
- ii) Tenders for maintenance of filter beds and maintenance of Railway sidings are generally called for two years period. But eligibility criteria will be based on estimated cost for one year of the work. The same norm will be followed if tenders are to be called from Corporate (when estimated cost crosses Rs.50L) for above nature of works.
- iii) For outsourcing tender works, where tenders are called for 2 years period, class of registration is arrived at based on 50% of the estimated cost of tender. Here also pre-registration with SCCL in appropriate class is the sole eligibility criterion. The bidders can participate in the tenders of only that administrative Area which is allotted to him. Works are to be awarded with cyclic system. Modalities are brought out in Chapter 11. Interested bidders can be participated in the outsourcing tenders by paying the requisite EMD and making an application in the prescribed format.

6.2 Corporate tenders

Corporate tenders (estimated cost (i.e., Part-A + Part-B) above Rs.50L) are floated from O/o GM(Civil) with following eligibility criteria.

(A) For works costing above Rs.50 lakhs but up to Rs.100 lakhs

- i) Payment of initial EMD or uploading valid document for claiming exemption from payment of initial EMD (as specified in NIT)
- ii) **Bid capacity:** Available bid capacity of the bidder should be more than the Estimated Contract Value i.e., value of Part-B.

Available bid capacity is calculated as per the following formula

$$2AN - B,$$

where **A** is maximum annual turnover achieved by the bidder in civil works in any one financial year in the preceding 10 financial years (including current financial year).

B is the value of the existing commitments of the bidder. This value includes balance value of the works in progress that are to be taken up in



the tender period given for the subject work and commitments in the tender period towards works awarded/ likely to be awarded as on date of submission of the bid.

N is the time period of the work in years.

Price updation @10% per year (without compounding) shall be applied to turnover (A) & balance commitment (B) for each completed year to bring the same to current year price level.

(B) For works costing above Rs.100 lakhs

- i) Payment of initial EMD or uploading valid document for claiming exemption from payment of initial EMD (as specified in NIT)
- ii) **Financial turnover:** Bidder is required to have a minimum financial turnover prescribed in all civil works carried out by him in any one financial year in the preceding 10 years (including current financial year). Requirement of minimum financial turnover is arrived at as per the formula:

$$0.5 \times (12/N) \times ECV,$$

where **N** is the time period given for completion of the work in months.

If time period given is up to 6 months **N** shall be taken as 6 and if time period is above 6 and below 12 months, it shall be taken as 12. To enable this, the factor 0.5 should be reduced proportionately.

ECV is Estimate Contract Value i.e., value of Part-B when price bid is given in Part-A and Part-B.

While evaluating the bidder's updated turnover, price updation @10% per year (without compounding) shall be applied to turnover for each completed year to bring the same to current year price level.

Note: Financial turnover in similar nature works (instead of all civil works) is sought in case of major projects and special nature works with approval of Director (O).

- iii) **Prime items:** Major and important items involved in the execution of the work and whose value is above 10% of ECV are chosen as prime items. In case, execution of special items are involved in the work, those items can be chosen as prime items even if their value is below 10% of ECV. Bidders are required to have executed the prescribed prime item quantities in any one financial year in the preceding 10 years (including current financial year). Prime item quantities executed in different works in a year can be summed up for evaluation. Prime item quantities are arrived at as per the formula:

$$0.5 \times (12/N) \times Qty.$$

where **N** is the time period given for completion of the work in months.

Depending on the nature of the work, there can be more than one prime item for a work.

If time period given is up to 6 months, **N** shall be taken as 6 and if time period is above 6 and below 12 months, it shall be taken as 12. To enable this, the factor 0.5 should be reduced proportionately.

For miscellaneous nature works and works such as filter bed maintenance, pit material supply, M&R works, construction of rock toe wall around OB dumps etc if at all to be floated from O/o GM(Civil), prime item criteria for such tenders can be excluded duly taking approval of Director (O).



- iv) **Bid capacity:** Available bid capacity of the bidder should be more than the Estimated Contract Value i.e., value of Part-B.

Available bid capacity is calculated as per the following formula

$$2AN - B,$$

where **A** is maximum annual turnover achieved by the bidder in civil works in any one financial year in the preceding 10 financial years (including current financial year).

B is the value of the existing commitments of the bidder. This value includes balance value of the works in progress that are to be taken up in the tender period given for the subject work and commitments in the tender period towards works awarded/ likely to be awarded as on date of submission of the bid.

N is the time period of the work in years.

Price updation @10% per year (without compounding) shall be applied to turnover (A) & existing commitments (B) for each completed year to bring the same to current year price level.

Note: Detailed clauses for above major eligibility criteria and other criteria are given in the **model bid document**.

Any deviation or relaxation for the above major criteria requires specific approval of Director (O).

- (C) Eligibility criteria for high value contracts such as construction of quarters & EPC contracts:** Eligibility criteria will be decided from case to case based on the nature of the work, prevalent criteria in similar nature works in State/Central Govt. and PSUs with the approval of Competent Authority.

6.3 Other clauses and provisions in tenders

i) Tender validity

- a) The bidder is required to keep his offer valid for 120 days from bid closing date. EMD if paid in the form of BG (if not in the form of DD or electronic payment) shall also be valid for at least the validity period.
- b) The concerned officers should make efforts to award the tender to L1 bidder within the above 120 days period. If awarding of tender is delayed due to administrative reasons, L1 bidder shall be asked to extend the validity of his offer for a specified period. If L1 bidder declines to extend the validity, the tender is to be cancelled and called afresh on lapse of 120 days period. In no case, bidder other than L1 should be considered for awarding the tender.

ii) Cap on tender premium

- a) When tenders for civil works are called with estimates based on SR rates, (+)5% cap is put on uniform percentage to be quoted by the bidders. However, there is no such cap in case of tenders called on lump sum turnkey basis or item rate quotation basis.
- b) There is no floor limit for bidder's quoted percentage.
- c) Outsourcing tenders are awarded at unit rates approved by Company. Contractors are not allowed to quote any premium in these tenders.



iii) Taxes and seigniorage charges

The estimated rates (SR Rates) are exclusive of Goods and Services tax (GST) and seigniorage charges. GST on works contract and seigniorage charges along with contributions towards District Mineral Foundation Trust (DMFT), State Mineral Exploration Trust (SMET) and applicable permit fee are payable on extra basis. A detailed clause is mentioned in **model bid document**.

iv) Defect liability period

- a) The contractor shall be responsible to make good and remedy at his own expenses any defects in the works detected by the Engineer-in-charge within defect liability period of 24 months from the date of issue of completion certificate.
- b) For special nature works such as Water Proofing Treatment to roof slabs, Anti Termite Treatment, defect liability period is 5 years.
- c) However, for works such as M&R tenders dealt by placing local work orders, outsourcing works, pit material supply works, there will be no defect liability period.

v) Security deposits: EMD/ FSD/ Addl.FSD

- a) Earnest Money Deposit (EMD)
 - For civil tenders, total EMD is 2.5% of Estimate Cost i.e., value of Part-A and Part-B together. Of this, 1% shall be paid by the bidders at the time of submission of their bids. The successful bidder is required to pay balance 1.5% at the time of executing the Agreement.
 - For outsourcing tenders EMD is 2% of estimated cost and the same is to be paid along with the application.
 - If EMD is paid in the form of BG/ FDR, the same should be valid till completion of the defect liability period.
 - The EMD paid by the unsuccessful bidders is refunded soon after L1 bidder is identified and originals of the uploaded documents are submitted by him for verification. In case of outsourcing tenders, EMD of unsuccessful bidders is refunded soon after the lottery is conducted.
 - All Government undertakings and firms registered under MSME/NSIC with appropriate classification code related to the subject tender are exempted from payment of initial EMD. If they happened to be successful bidder, they have to submit total EMD at the time of executing the Agreement.
 - For the tenders reserved for SC/ ST/ Waddera or Sagara or Uppara communities in consequence of G.O.Ms.No.59, the bidders are exempted from payment of EMD at the time of bidding for the works costing up to Rs.1.00 crore. However, EMD is recoverable from the RA bills subsequent to expenditure of 25% of the work.
- b) Further Security Deposit (FSD)
 - In addition to collection of 2.5% EMD from the contractors, a Further Security Deposit (FSD) @ 7.5% on Part B value of the contract is recovered in Running Account (RA) bills.
 - No FSD shall be deducted from the bills of Maintenance and Repair (M&R) works which are normally executed by placing local work orders chargeable to respective M&R tenders. Local work orders are finalised on



1 & Final basis. However, in case of special nature works such as water proofing of roof slabs, anti termite treatment etc, DLP is mentioned and RA bills are paid for executed works recovering 7.5% FSD of Part-B value.

- For outsourcing tenders and pit material supply tenders, no FSD shall be recovered.
- c) Additional Further Security Deposit (AFSD)
- In the event of discount tenders, the tenderer while executing the agreement, should pay an additional further security deposit, as specified hereunder.

Tenders up to (-) 25% of the estimated contract value of Part B will be accepted without any additional further security deposit.

Tenders which are below (-) 25% of the estimated contract value of Part B, a bank guarantee or demand draft/ FDR in favour of SCCL for the difference between the tendered amount and 75% of the estimated contract value of Part B shall be paid as additional further security deposit.

vi) Release of security deposits

- a) EMD: EMD is released after completion of defect liability period. Where defect liability period is not specified, EMD can be released soon after payment of final bill.
- b) FSD: Amount equivalent to 2½% of total executed value (Part-A + Part-B) will be retained till completion of defect liability period. Balance FSD amount if any will be released along with final bill.
- c) Additional FSD: The additional further security deposit will be released as follows.
- On completion of 70% of monetary progress of work (i.e., the recorded gross bill value of Part B is 70% (or more) of the tender contract value of Part B,) 50% of the AFSD submitted by the contractor shall be released.
 - Balance 50% of the AFSD submitted will be released on completion of the work in all respects and on certification by the Area Civil Engineer.

vii) Price Adjustment clause

- a) Price adjustment clause shall be applicable for all civil works having more than **6 months** original time period but excluding M&R works (without defect liability period & dealt on work orders basis).
- b) In the eligible works, Price adjustment clause is applicable for the following components
- (i) Steel, cement, bitumen if they are to be supplied by contractor,
 - (ii) supply of pipes such as HDPE, DI, PSC pipes are provided in Part-B, the relevant price adjustment clause provided in the SR are to be operated additionally duly obtaining updated rates from O/o GM(Civil)
 - (iii) all other materials(brought out materials, which are not covered under above components)
 - (iv) POL
 - (v) labour component for all civil works costing above Rs. 2 Cr.



- c) Price adjustment clause is applicable for the work executed in original agreement period and period extended due to delay attributable to SCCL or on account of force majeure conditions. Price adjustment is not applicable for period extended due to reasons attributable to the contractor.
- d) Price adjustment will be applied where variation in rates is more than 5% for the month under consideration, when compared to rates/ indices pertaining to the month in which NIT was released. For this purpose, value of the work bill is to be divided month-wise based on actual works carried out during the month under consideration.
- e) Detailed formulae for price adjustment for different components are furnished in **model bid document**.

viii) JV participation

- a) Participation by Joint Ventures in the tenders is allowed for works with estimated cost on part-B is more than Rs.2 Cr.
- b) All the individual partners constituting a Joint Venture for the purpose of jointly participating in the bidding process for the subject tender should comply with the following criteria.
 - Maximum number of partners in Joint Venture is restricted to three (3). The lead partner should have minimum 51% share.
 - No member of JV shall be member of another JV for bidding the same work and also shall not participate individually.
 - A minimum of 40% of the financial turnover on civil works specified in NIT is to be established by the lead partner and a minimum of 10% each by other partners. All the partners together shall establish 100% turnover.
 - Similarly a minimum of 40% prime item quantities mentioned in NIT are to be established by the lead partner. All the partners together shall establish 100%.
 - All partners together shall establish 100% requirement of bid capacity. For this all the partners are required to submit their turnover and existing commitments with documentary proof.
 - EMD can be paid on the name of JV firm or any individual partner of the JV firm as per the format furnished in the bid document.
 - JV firm intending to claim exemption from payment of initial EMD under MSME/NSIC firms, all the individual partners of the JV firm shall submit copies of firms registration under MSME/NSIC with appropriate classification code related to the subject tender.
- c) All the individual partners constituting a Joint Venture shall submit the agreement in the format given in the **model bid document**.

ix) Mobilisation advance

SCCL will extend interest bearing mobilization advance up to 10% (which is inclusive of GST) of the tender contract value (awarded value of Part B) for the works, with estimated cost on part-B is more than Rs.5 crore. The terms and conditions for extending mobilisation advance mentioned in the **model bid document**.



x) IME & VTC training for contractor's workmen of civil works

For execution of civil works in the premises of UG/ OCP mines and CHPs, the contractor's workmen should undergo initial medical examination (IME) and training at MVTC before being deployed on the work.

- (a) IME will be conducted at Company's hospital as per the prevailing tariff at contractor's cost. IME can also be obtained from a Government medical officer not below the rank of Asst.Civil Surgeon in Form 'O'.
- (b) For each civil work, MVTC training to certain number of workmen will be imparted at free of cost based on the value of work. The modules of training are mentioned in the **model bid document**.

Awarded cost of work	No. of persons to be trained
Up to 15 L	4
Above 15 L & up to 30L	8
Above 30 L & up to 50L	12
Above 50 L & up to 100L	14
Above 100 L	16

- (c) Expenses towards training for the persons exceeding above limit are to be borne by the contractor.
- (d) However, wages for all the workmen during the training period are to be borne by the contractor only.
- (e) However, these charges/ wages are reimbursable to the contractors with respect to outsourcing tenders awarded through Civil Engineering department.

xi) Near relatives clause

Contractors shall not be eligible for works in the administrative Areas of SCCL where any of his near relatives are employed as executive in civil engineering department of the Area of execution. Contractor shall give an undertaking in this regard while bidding. Description of near relatives is mentioned in the **model bid document**.



CHAPTER VII

OPENING AND PROCESSING OF BIDS

7.1 Opening of Bids

i) Area level online tenders

Area level online tenders are floated under single packet system. Both technical bids and price bids are opened by Area Civil Engineer simultaneously at the time and date specified in the NIT. While opening the bids, it will be verified whether the bidder submitted appropriate registration certificate and paid initial EMD (or uploaded valid document towards exemption from payment of initial EMD as specified in NIT). The price bids of only those bidders who have submitted valid documents are opened.

ii) Corporate online tenders

Corporate online tenders are floated by O/o GM(Civil) under double packet system. The technical bids are opened at the time and date specified in the NIT by GM(Civil). With respect to the eligibility criteria, the technical bids are evaluated offline and approval of Tender Approving Authority is obtained for opening the price bids of the technically qualified bidders by GM(Civil).

iii) Offline tenders

Bidders are required to submit their technical bids and price bids in separate covers and both these packets in a common cover for dropping in tender box. The covers containing the technical bids are opened in the presence of representatives of tender committee (and also in the presence of bidders) at the time and date notified in NIT. The technical bids are evaluated and approval of Tender Approving Authority is obtained for opening the price bids of the technically qualified bidders. The technically qualified bidders are informed of time and date of opening of price bids. Price bids are opened in the presence of representatives of the tender committee (and in the presence of bidders).

iv) Outsourcing tenders

Outsourcing tenders are floated through off line mode. These tenders are floated on unit rates and are awarded at Company's unit rates. Contractors will not be allowed to quote any premium on these rates. A list of qualified contractors is prepared by the in-charge of technical branch duly verifying the EMD and registration details and put up to Area Civil Engineer. A draw is conducted among the qualified contractors from the interested eligible contractors of the Company registered for respective administrative Area of the Company at the time and date notified in NIT and winner of the lottery is declared in the presence of representatives of the tender committee members and contractors.

7.2 Selection of L₁ bidder from equally quoted lowest bidders

i) Corporate tenders

Selection of L₁ bidder among the lowest and equally quoted bidders will be in the following order.

a) The bidder whose bid capacity is higher will be selected.

b) In case the bid capacity is also same, the bidder whose annual turnover on all Civil works established by uploaded experience certificates will be preferred.



c) Even if this criterion incidentally becomes the same, the bidder who establishes execution of more quantities of prime items will be considered for selection.

ii) Area level tenders

Selection of L₁ bidder among the lowest and equally quoted bidders will be made by drawing a lottery in the presence of representatives of Tender Committee and bidders.

7.3 Negotiations

- i) Tenders based on Company's SR are floated with 5% cap on tender premium.
- ii) For the SR based works, whose estimated cost is below Rs.50 Lakhs (Area level works), price negotiations are dispensed with.
- iii) For the SR based works, whose estimated cost is above Rs.50 Lakhs (Corporate works), price negotiations shall be conducted, if L1 bidder quotes any (+) premium within the cap, but felt high side on comparison with latest award rates of similar nature works.
- iv) For both Area level and Corporate tenders floated with Non SR / Rate Column Blank/ No Cap on tender premium and single bids received with (+) premium on SR based rates, price negotiations will be conducted.
- v) In case L₁ bidder does not reduce his quoted rates to a reasonable level, the tender is to be cancelled and re-floated. In any case negotiations with L2 bidder is not allowed.
- vi) Detailed price analysis is to be sought during negotiations. Further, performance security is to be suitably increased, if initial work items such as foundations, supply of materials are quoted very high side in case of EPC tenders/tenders floated with rate column blank.

7.4 Processing of bids

i) **Area level Online Tenders**

In-charge of technical branch of Area Civil department verifies the eligibility criteria of the bids received, compares the price bids of the bidders and puts up to Area Civil Engineer. Price negotiations will be conducted, if the circumstances are in compliance with the clause no. 7.3(iv). If L1 rate/ revised rate is found reasonable, the proposal to award the work in favour of L1 will be put-up for the approval of the Tender Approving Authority through the Tender Committee. **(Annexure-7)**

ii) **Corporate Online tenders**

- a) After opening of the technical bids, the concerned Section Officer in the technical branch of O/o GM (Civil) evaluates the bids w.r.t. the eligibility criteria mentioned in the NIT. Technical bid evaluation is solely based on the uploaded certificates. If any clarifications are required w.r.t. to the certificates uploaded by the bidders, the same is obtained from the certificate issuing authorities in writing. After evaluation of technical bids the proposal to open the price bids of the technically qualified bidders is processed for approval of tender approving authority through the Corporate Tender Committee **(Annexure-8)**. In case no bid is disqualified technically, Director (Operations) can accord approval for opening of price bids, even if



the value of tender comes under DoP of C&MD or Board. If any bid is disqualified technically, the proposal to open the price bids of technically qualified tenderers is required to be processed for approval of C&MD for which C&MD/ Board is tender approving authority as per DoP. After receiving approval, price bids shall be opened.

- b) Price negotiations shall be conducted, if required as per clause no. 7.3(iii) & (iv). If L1 rate/ revised rate is found reasonable, the proposal to award the work in favour of L1 will be put-up for the approval of the Tender Approving Authority through the Tender Committee (**Annexure-8**).

iii) **Offline Consultancy Tenders**

After opening the technical bids, the In-charge of technical branch evaluates the bids w.r.t. the eligibility criteria mentioned in the NIT and puts up the proposal for opening of the price bids of the qualified bidders to Area Civil Engineer/ (GM(Civil) in case of Corporate tenders). Area Civil Engineer processes the proposal through the designated Tender Committee for approval of the Tender Approving Authority. After approval, the price bids are opened in the presence of the representatives of Tender Committee and bidders. Further action to process the price bids will be taken as per the procedure mentioned in the pre-para 7.4(ii)(b).

iv) **Outsourcing Tenders**

After declaration of winner of the lottery, the proposal to award the tender in his favour will be processed for approval of Tender Approving Authority through the designated Tender Committee.

7.5 Price disclosure & good will discount:

Offer quoted by bidder shall not be disclosed before opening of price bid. Violation of such confidentiality will attract rejection of bid.

Good gesture by the L1 bidder by offering discount (not a part of negotiations) prior to finalization of tenders shall be accepted and tender proposal is processed accordingly.

7.6 Negotiation Committees

i) Area level (sanctioned cost up to 20L)

Chairman: SO to GM (For CORP & STPP: Regional Civil QC head)

Member: Officer from Area Civil

Member: Officer from Area Finance

ii) Regional level (sanctioned cost is 20L to 50L)

Chairman: Regional Civil QC head

Member: Officer from Area Civil

Member: Officer from Area Finance

iii) Corporate (sanctioned cost is above 50L)

Chairman: GM(C)

Member: AGM/DGM, O/o GM(F&A)

Member: AGM/DGM, O/o GM (I&PM)

Member: Section officer, O/o GM(C)

7.7 Tender Committees

i) Area level Tender committee (sanctioned cost is up to Rs.20 L)

Chairman: SO to GM of the Area (For CORP & STPP: Regional Civil QC head)

Member: Area Civil Engineer (For CORP & STPP: Civil head)

Member: Area Finance Head (For CORP & STPP: Finance head)



- ii) Regional Tender committee (sanctioned cost is Rs.20 L to Rs.50 L)
Chairman: Regional Civil QC head
Member: Area Civil Engineer (For CORP & STPP: Civil head)
Member: Area Finance head (For CORP & STPP: Finance head)
- iii) Corporate Tender committee (sanctioned cost is Rs.50 L to Rs.5 Cr.)
Chairman: GM(Civil)
Member: AGM(C)/DGM(C), O/o GM(C)
Member: AGM/DGM, Corp F&A
Member: AGM/DGM, O/o GM (I&PM)
- iv) Corporate Tender committee (sanctioned cost is above Rs.5 Cr.)
Chairman: Director (Operations)
Member: GM (Civil)
Member: GM (F&A)
Member: GM (I&PM)

7.8 Procedure for processing of TCR

- i) Here, sanctioned cost includes cost of Part-A & Part-B, tender premium (if applicable), Seigniorage charges, provision considered for price escalation, GST, other applicable taxes and contingencies.
- ii) All the TCR (Technical & Price evaluation) proposals under the purview of Corporate tender committee shall be scrutinized by the concerned Section officers from O/o GM(Civil) & nominated officer from General Accounts section prior to tender committee meeting.
- iii) Similarly, tenders under the purview of corporate tender committee, TCR proposals (Technical & Price evaluation) of the recommended offers are to be discussed with Tender Committee prior to processing.
- iv) If there are any new experience certificates (i.e. submitted first time) in the documents which are considered for eligibility, the same are sent to certificate issuing authorities for verification of genuineness and confirmation. This applies to Area tenders also where extra eligibility criteria other than EMD & Registration are prescribed.
- v) Proponent of the tender proposal for opening the price bids and awarding the works shall sign on all pages of the proposal.
- vi) The recommendations of the Tender Committee are put up for the approval of the tender approving authority as per DoP.

7.9 Delegation of Powers (DoP) with respect to approval of civil tenders

- i) Based on the sanctioned cost of the tenders proposed, competent authorities to approve civil tender proposals based on prevailing Delegation of Powers (DoP) are shown in **Annexure-9**.
- ii) When single bid is qualified technically, the bid shall be treated as single bid from the beginning and processed for approval of the competent authority as per DoP.

7.10 Submission of original documents by L1 bidder for verification

- i) After the proposal to award a civil work in favour of L1 bidder is approved by the Competent Authority, intimation is sent to L1 bidder to submit originals of uploaded documents while bidding (which includes EMD instrument) and to pay e-procurement Corpus fund to TSTS authorities through online on e-



procurement portal within a stipulated period, which is normally 7 days. Proforma is shown at **Annexure-10**.

- ii) Once the original documents, payment details of e-procurement Corpus fund to TSTS and EMD instrument (if EMD is not paid online) are submitted by the L1 bidder the same are verified.
- iii) If the agency fails to submit the original documents within the stipulated time period without any valid reasons, a notice shall be issued to the contractor fixing a further time period of 7 days for submission of the documents. If the agency fails to submit documents within the above notice period, action shall be initiated to cancel the tender. Further, the Agency will be suspended from participating in the tenders on e-procurement for a period of three years, forfeiting EMD and debarring for one year from participating in SCCL off line & outsourcing tenders. If the bidder is a JV firm, above action will be taken against all individual partners of JV firm.

7.11 Communication of approval of tenders

Once confirmation of genuineness is received from certificate issuing authorities, approval of corporate tender is communicated to Area Civil Engineer along with relevant papers advising to award the work to the successful bidder. Model letter mentioning the enclosures to be attached is placed in **Annexure-11**.

7.12 Work award letter

After receiving approval of the tender, Area Civil Engineer issues work award letter to the successful bidder as per the format placed in the **Annexure-12**. Through Award letter the successful bidder is advised to pay balance EMD and enter into the agreement within 2 weeks. The successful bidder is also advised to take markout to commence the work within 2 weeks of entering into the agreement or 4 weeks from the date of award of the work, whichever is earlier.

7.13 Fraud indicators: Fraud indicators w.r.t. submission of bids and award of contract are annexed. (**Annexure-13**).



CHAPTER VIII

CONTRACT EXECUTION

8.1 Agreement

- i) The successful tenderer after award of the work shall produce instrument for balance EMD amount and a non judicial stamp paper in the O/o GM(Civil)/Area Civil Engineer concerned as mentioned in the work award letter for executing the agreement.
- ii) In case the successful agency is a JV firm, All the individual partners of JV shall sign the agreement from the agency side.
- iii) An executive of Public/ Private Limited Company, if given General Power of Attorney, can sign the agreement on behalf of the company.
- iv) Prior approval in writing shall be obtained before any change is made in the constitution of the contracting agency after award of work, otherwise suitable action will be taken as per prevailing law.
- v) Concerned officer in technical branch compares the agreement prepared with approved tender proposal/original tender document/NIT/minutes of negotiations (if any) to ensure correctness of the contents of the agreement and certifies.
- vi) The agreement shall be signed by the contractor and Area GM for Area works/ GM (Civil) for Corporate & Corp Area works/ GM(E&M) for STPP tenders. While executing the agreement, the contractor shall furnish detailed programme in bar charts or PERT/CPM charts for completing the work which shall form the part of the agreement.
- vii) If the agency fails to enter the agreement within the stipulated time period without any valid reasons, a notice shall be issued to the contractor fixing a further time period of 7 days for entering the agreement. If the agency fails to enter the agreement within the above notice period, action shall be initiated to cancel the tender duly confiscating the available EMD as well as debarring the Agency.

8.2 Agreement documents

Agreement documents shall include the following:

- (a) Articles of the agreement on non judicial stamp paper. Model articles of agreement is placed in the **Annexure-1**
- (b) Tender document duly factoring the awarded premium in the price bid.
- (c) Minutes of negotiations.
- (d) Programme for completion of the work.
- (e) GST registration certificate.
- (f) IT Permanent Account Number (PAN)
- (g) Bank Account details of the Agency for making RTGS/ NEFT payments.
- (h) JV agreement in case of JV firm
- (i) Power of Attorney if applicable.



- (j) In case of individual Contractor/ Proprietary firm, the details of family members/ dependents including nomination for disbursement of pending bills/ amounts in case of his unfortunate death during tenure of the contract

Copies of the agreement are sent to Area Civil Engineer. Area Civil Engineer in turn send copies of agreement to Regional QC Cell and Area Finance for reference.

8.3 Sub-contracting

The Contractor shall not sub-contract part/ whole of the work. However he can get the major items supplied and obtain services by engaging specialist agencies with the prior consent of the SCCL. Any such consent however, shall not relieve any of his obligations, duties and responsibilities under the contract. In any case, payments as per order terms will be made to the original contractor only.

8.4 Pre-arrangements to commence the work

After award of the work the contractor can start making pre-arrangements to commence the work i.e. mobilisation of men and material, laying of access roads to work site, enabling sheds, VTC training to contract workmen/drivers/supervisory staff. These activities also include obtaining labour licence, taking insurance for workmen, PF registration of workmen, arrangement of water and electricity at site, establishing QC laboratory etc.

8.5 Markout / commencement of work

- i) Area Civil Engineer shall see that markout for the work on ground is given within 4 weeks of letter of award. It shall be ensured that required site free from any encumbrances is handed over to the contractor to take up the work. If entire site for execution of the whole work cannot be handed over to the contractor at a time, the site can be handed over piece-wise without affecting the progress of the work. But if it affects the progress of the work, the delay from department side is to be recorded and the different dates can be reckoned for different portions of the work in major project works such as roads, housing projects and different dates of completion can be stipulated for different portions of the work with approval of Director(O).
- ii) It shall also be ensured that the approved drawings are handed over to the contractor to commence the work.
- iii) Normally the location of the markout should be the same at which the work is proposed as per tender notice. However, change of location within the premises of mine/ township considered in the original proposal does not amount to change in the location.
- iv) The contractor shall execute agreement within 2 weeks from the date of award and take the mark out within 4 weeks from the date of award and commence the work.
 - (a) In case of failure of contractor to commence the work within 4 weeks from the date of award for the reasons attributable to the Agency, date of mark out shall be deemed to be considered as 1st day of 5th week from the date of award and due date of completion shall be firmed-up accordingly.



- (b) **In case of non availability/non clearance of site**, based on the necessity and urgency of the work,
- mark out shall be fixed at a **later date** from case to case (OR)
 - **Cancellation of work & refloating** of tenders at a later date
- v) The time period given for completion of work is reckoned from the date of markout.
- vi) The contractor shall submit his safety plan and quality plan for execution of the work. These will be annexed to the markout undertaking which is to be signed by both Area Civil Engineer and the Contractor. Format for markout undertaking is annexed. **(Annexure-14)**
- vii) If the construction happens to be in the premises of a Mine or other establishments, the mine Manager or Head of the establishment shall be informed of the commencement of work in writing by the Area Civil Engineer and work permit from mine authorities shall be obtained. Also the mine manager shall be requested to depute their safety officer to visit the construction site, verify the safety plan and advice for further safety measures, if any are required.

8.6 Water at site

The contractor is supposed to have his own arrangements for water required at site for construction and his labour camps. But, in case other sources are not available and only company source is available at site, water will be provided by the company at the request of the contractor on chargeable basis at prevailing tariff. Further the cost of arrangements to draw water shall be to the account of the contractor.

8.7 Electricity at site

Prior to floating of tenders case to case, feasibility of power supply at work site is to be ascertained from Area E&M engineer and notify either of the following clauses in the tender based on the feasibility of power supply. Limitation for free supply & penalty clause for excess consumption shall also be decided case to case in consultation with Area E&M Engineer.

Clause to be included in bid document:

Contractor shall make his own arrangements for electricity required at construction site as well as for labour camps duly following all applicable statutory permissions & safety precautions.

OR

Electricity will be provided free of cost with certain conditions on arrangements & safety.

- Electricity will be provided at one place. In such cases,
- The Contractor has to make his own arrangements for distribution of power supply with safety precautions from main power supply given by SCCL authorities for the intended use.
- Energy meter is to be installed by the contractor to draw the company's electricity & for accountability.
- Shall use strictly energy efficient electrical equipment (like LED lights, motors etc.) while carrying out the construction works.
- Electrical works to be taken up by competent persons only under the supervision of Electrical supervisor.



- SCCL is not responsible for any electrical accidents/ incidents occurred while carrying out the works by the Contractor.
- Power supply with single Phase (230V), be supplied through 2 Pole RCBO (Residual current Circuit Breaker with Overload tripping)
- Power supply with three Phase (440V), be supplied through 4 Pole RCBO
- No bare or open joints should be there in the cables
- Proper industrial sockets of required capacity have to be used
- Equipment should be properly earthed

8.8 Issue of store material

- i) For most of the works, cement and steel required for execution of the works are issued by the company on sale invoice in accordance with Part A of the price bid of the contract.
- ii) Departmental supervisor works out total requirement of cement and steel for the work and proposes for issue of the material in phases as per the progress of the work. Sometimes steel, mainly structural steel, can be drawn in bulk quantities and kept at site so that the progress of the work is not hampered at a later date for want of these material. Safe custody of store material is the sole responsibility of the contractor.
- iii) The total requirement of cement and steel and quantities proposed for issue from time to time are verified/ scrutinised vis-a-vis the progress of the work by the field engineer and recommended to Area civil engineer in writing.
- iv) Area civil engineer sees that the work wise requisitions for store material from time to time are entered in the register and advise the concerned staff in his office to raise material requisition in SAP. The contractor receives the material requisitions thus raised duly according acknowledgement in the register.
- v) The supervisor attaches the identified departmental person to accompany the contractor for drawing the material from company stores. After the material is drawn, the departmental person informs the supervisor of the drawl of material at stores. On receipt of the material at site, the same are verified and entered in the site register by the supervisor. The actual quantities of material drawn are communicated to the concerned staff in technical branch to enter the same in the office register.
- vi) Transfer of material issued by company from one work to other (even in the case of two or more works held by the same contractor) shall not be allowed. However, in case of urgent works, material can be transferred from one work to other on receipt of requisition from the contractor and with the specific approval of Area Civil Engineer. The movement of the material shall be with the gate pass signed by Area Civil Engineer and duly making entries in the field registers in both sites.
- vii) The issue of store materials is to be reconciled at various stages of the work to ensure that abnormal variations between the issues and consumption do not occur.

8.9 Cement and steel registers at site

- i) Where issue of cement by company is included in the tender, cement drawn by the contractor against sanctioned sale invoices is stored at site in the contractor's godown and cement consumption register is to be maintained as per the stipulated proforma. The opening balance, receipts of cement in the



day, consumption in the day and the closing balance at the end of the day shall be entered in the register daily.

- ii) The registers are to be signed after checking the godown by the concerned supervisor daily and the Field Engineer shall also check the godown as well as the register once in a week. Area civil engineer has to check the stocks at least once in a month. QC team shall also check the cement godowns randomly during their inspection.
- iii) Similarly separate site register is to be maintained for steel showing the quantities drawn from time to time and quantities consumed in the work as per the field measurement book regularly.
- iv) Cement and Steel registers are to be maintained at site even if the procurement of the same is included in the scope of the contractor i.e. in Part B of the price bid of the contractor. Additional columns showing the details of grade of material, invoice no. & date, MTC no. & date etc., are to be drawn. Same checking norms shall be followed by field staff.
- v) The company's prevailing guidelines with respect to drawl of cement from company stores and stacking arrangements in godown and entries in the field register are to be scrupulously followed by both field staff and the contractor.
- vi) It is absolute responsibility of the contractor to use the cement & steel as per the requirement of works whether it is issued by SCCL or procured by contractor. After completion of the work, the balance cement & steel, if any shall be returned to SCCL Stores, if issued by SCCL. If the material is procured by the contractor, the balance material shall be taken away by him with permission of SCCL.
- vii) Any misuse of cement & steel by the Contractor in the transit from SCCL Area Stores to work site/ cement godown or pilferage of cement & steel from the godown (whether the material are supplied by SCCL or procured by the contractor from market) entails not only penal recoveries given below, but also debarring of contractor for a period of two years from participating of tenders in SCCL including Unit Rate System tenders. The contractor will be **blacklisted if the same is repeated.**
 - Penal recovery at one time of invoice rate, if material is recovered in useful condition.
 - Penal recovery at 2 times of invoice rate, if material is not recovered/ recovered in non-useful condition.



8.10 Allowable wastages and recoveries for Cement and Steel issued departmentally.

Wastage in respect of Cement is not allowed. Wastage up to 3% in respect of Reinforcement/Structural Steel is permissible without imposing penal recoveries.

Penal recoveries in case of excess wastage are detailed hereunder.

ALLOWABLE WASTAGES & PENAL RECOVERIES FOR CEMENT AND STEEL:

<u>A</u>	<u>Cement</u>	<u>Penal rates of recovery (in addition to original Sale Invoice cost)</u>
	i) In case of wastage	One time penal recovery @ Sale Invoice rate.
<u>B</u>	<u>Reinforcement/ Structural Steel</u>	<u>Penal rates of recovery (in addition to original Sale Invoice cost)</u>
	i) For wastage up to 3%.	NIL, if scrap is returned to stores. One time penal recovery @ Sale Invoice rate, if scrap is not returned to stores.
	iii) For excess wastage beyond 3%.	One time penal recovery @ Sale Invoice rate if scrap is returned to stores. Two times penal recovery @ Sale Invoice rate if scrap is not returned to stores.

8.11 Stock out of material in company stores

In case of shortage or stock out of any material in company's stores w.r.t. the material provided under Part A of price bid of the contract and to be issued by the company, the contractor will be allowed to procure the same from market, after obtaining Corporate approval. The contractor is required to get the material as per the grades and brands approved by the Company. Payment will be made for such procurement as per the state government GO rates as on date of procurement duly adding prevailing Contractors Profits and Over Heads (CPOH) component. Tender premium will not be operated on these rates.

8.12 Employment of technical staff by the contractor

- i) The contractor shall employ the required technical staff for execution of the work. The minimum technical staff based on the value of work is specified in the **model bid document**.
- ii) However, in case of EPC tenders/ high value projects and special nature works, the minimum technical staff required will be worked out separately for execution of the works.
- iii) The contractor shall furnish names of the technical staff along with documents in support of their qualification and experience to the Area civil engineer.
- iv) The technical staff should be on full time and shall be available at site to take instructions from departmental engineers from time to time.
- v) If the contractor fails to engage the required technical staff, an amount calculated at 2 times the relevant SR rates will be recovered.



8.13 Supervision of works

- i) Departmental field staff should establish reference points and lines by fixing pegs at all salient points. Temporary Bench Marks (TBMs) with Reduced Levels (RLs) and pedestals showing plinth levels are to be established at site before starting the work. The contractor shall be responsible for the true and proper setting out of the work in relation to original points, lines and levels of reference given by the department.
- ii) Departmental field staff shall be responsible for the quality of work in accordance with the tender specifications. The work shall be carried out strictly in accordance with the tender specifications and the approved drawings given for execution.
- iii) The contractor shall be represented at all times while the work is in progress by responsible and qualified Engineers. Weekly progress reports in proper format approved by the Engineer- in-charge shall be furnished by the Contractor as directed.
- iv) He shall keep a site order book available to the SCCL Engineers for all necessary instructions to be carried out. The instructions given by the higher officials during the inspection of works are to be entered in the register and the contractor's signature is to be obtained.
- v) The following registers are to be maintained at site for all works.
 - (a) Site order book.
 - (b) Cement stock register.
 - (c) Steel register.
 - (d) Field measurement book
 - (e) Payment of Wages register.
 - (f) Muster roll register.

Additionally, the following registers shall also be maintained for original works.

- (a) Daily event register.
 - (b) Material receipt register.
 - (c) Material test register.
 - (d) Concrete cube test register.
 - (e) Hindrance register.
- vi) Registers to be maintained at O/o Area Civil Engineers related to construction works are placed in the **Annexure-15**.
 - vii) In execution of internal electrification works, guidance/supervision from workshop authorities shall be obtained. Samples of the internal electrification items to be procured shall be approved with guidance of workshop authorities.
 - viii) In execution of industrial structures such as CHPs/bunkers/gantries, association of concerned E&M engineer shall be ensured from the beginning of the work to ensure functionality and safety of the structure. Completion certificate of these structures shall be given by Civil and E&M engineers jointly before taking over the work.

8.14 Safety at construction site

Safety is the utmost important aspect at any construction site. The contractor shall take all measures for the safety of the workmen by arranging required



tools and personal protection equipment duly following the safe methods for execution of the work. The contractor in coordination with field staff shall draw work specific Safe Operating Procedures (SOPs) and Safety Plan for execution of the work. Contractor shall strictly follow all relevant safety codes to comply with the CMR-2017 in execution of works related to construction/ maintenance of industrial structures at mines, workshops, CHPs etc. The list of safety codes/ safety norms (list is not exhaustive) to be followed in execution of work is mentioned in **model bid document**.

8.15 Quality of the work

- i) The contractor should ensure for the provision of all requirements as per the Indian Standard Codal provisions for good workmanship, engagement of skilled labour, artisans etc., for execution of the work. He should follow good civil engineering practices to ensure the quality of work as per the provisions of APDSS, MORT&H and other relevant standards. All the quarried materials for concrete and other works should be as specified and approved by Engineer-in-charge and also building materials procured by the Contractor should be as specified with respect to their source of supply and as per relevant BIS.
- ii) It shall be the responsibility of the contractor to arrange for testing of all the materials procured for the works under each consignment or at regular intervals as per provisions of APDSS or as directed by Engineer-in-charge at his cost and only after the Engineer-in-charge is satisfied fully with the test results, the materials shall be allowed to be used in the work. The contractor shall maintain a record of test results for inspection of the Engineer-in-charge.
- iii) Mix designs for different grades of concrete, job mix formulae for BT mixes/GSB/ WMM/Blanket material etc. are to be got done before execution of the work at government institutions/ SCCL approved laboratories at contractor's cost. Lab /field tests such as concrete cube tests, grading of aggregates, density tests on embankment/ sub-grade/ sub base/ base courses of road construction during execution should also be got done by Contractor. If the facility for mix designs is not available with Government institutions by any reason, GM(Civil) can permit the contractor to get the mix designs from any reputed NABL accredited laboratories.
- iv) The samples of all construction material shall be presented to the Regional QC Cell for its approval before procuring in bulk. Samples from different consignments shall be tested from time to time during the execution of the work as per the relevant frequency norms. Sometimes it may be required to get the samples of the material tested in approved 3rd party QC lab for ensuring their conformity with the specifications. Such costs are to the account of the contractor.
- v) Regular tests as per frequency norms are to be conducted in the field laboratory at site during execution in the presence of field staff. Some of the tests are to be conducted in the presence of QC engineers during their inspection.
- vi) In this regard, the provisions of Quality Control Manual shall be followed in execution of the work. Sometimes, besides Quality Control checks by SCCL engineers, 3rd party QC checks/checks by Project Management Consultants



(PMC) will also be stipulated by SCCL based on the scale and complexity of the work. The expenditure on such third party quality checks is to the account of SCCL.

- vii) For the works, whose awarded value is more than Rs. 2 Crores, Contractors have to establish Quality Control Laboratory at site.
- viii) For works costing more than Rs.10 crore, contractors have to prepare and submit mutually agreed Field Quality Plan (FQP) before commencement of the work.

8.16 QC Lab at site

- i) For the civil works with value of more than Rs.2 Cr, contractor has to establish QC lab at site with essential lab equipment required for ensuring the quality of the construction material procured and execution of work as per the specifications.
- ii) The list of equipment proposed for QC lab and the name of the technical person conducting QC tests at site are to be furnished by the contractor along with field quality plan for executing the whole work as per specifications and with good quality. The Engineer-in-charge shall verify and accord approval for the same.

8.17 Field Measurement Book

- i) Departmental supervisor shall maintain field measurement book for the work. The measurements of earth work and substructure items which cannot be measured accurately on a later date after back filling are to be recorded in field measurement book on day to day basis or at regular intervals before they are concealed. Reinforcement steel before concreting shall be recorded in field measurement book. Any other item which cannot be measured accurately after taking up the subsequent items of work shall also be recorded in the field measurement book.
- ii) These measurements shall be taken by the departmental supervisor and contractor's technical person/representative jointly and check measured by departmental engineers as per the prescribed norms before the items are concealed. This book shall be the basis for raising bills for payment to the contractors.

8.18 Deviations

- i) As far as possible no deviations from the approved drawings/tender specifications shall take place. However, as soon as the drawings and tender schedules are issued for execution they should be studied in detail. Any deviations likely to occur due to site conditions should be identified and revised quantities shall be worked out before starting of the particular item of the work. Approval of Competent Authority for deviations shall be sought well in advance so that progress of the work is not affected.
- ii) It is mandatory to estimate the work after completion of the substructure to identify likely hood of deviations in the work and to take approval of competent authority for deviations, if any and to proceed with further work.
- iii) During execution of work any additional items/quantities are executed over and above tender items/quantities with mutual consent and approval, the same shall become part and parcel of main work and same conditions as per



original agreement are applicable to these additional items/quantities also. Approved deviations will add to contract value.

8.19 Alterations and additions to work

- i) As a matter of fact, it is always desirable that no deviations are ordered during execution of works. Further, it shall be a guiding principle that whenever any deviations are taken place, it shall be advantageous to the SCCL, but under any circumstances with the prior approval of competent authority only.
- ii) The value of such extra work or change by way of addition or deduction shall be determined on the basis of tendered rates of the contract. If work items involved in the extra work ordered are not available in the contract, the value of work shall be determined on the basis of SR rates/Derived rates/Data rates as determined and approved by the GM (Civil) before taking up such extra work.

8.20 Derived Rates and Data Rates

Sometimes, besides quantity variations of the items provided in the contract, RE may include extra items which are not provided in the contract. For quantity variations, same tender rates including awarded tender premium of the work are applicable. For extra items for which rates can be sourced from company SR or state government SoR (such rates are called Derived Rates) and awarded tender premium of the work applies to these items. Here, rates of SR/SoR of that year based on which the tenders were called are considered. If the items or rates are not available fully in company SR or state government SoR, then data rates are worked out based on the prevailing SR/SoR rates and prevailing market rates for missing components. Here, actual working rate duly adding contractor's profit & overheads element, as approved by GM (Civil) will be considered in RE. These rates are called Data Rates. For these items awarded tender premium of the work is not applicable.

8.21 Claim For extra work

If the contractor claims that any instructions by drawings or otherwise involve extra cost beyond this contract, over his tender rates or SR rates/Derived rates/Data rates as the case may be, he shall give a written consent & undertaking to the 'Company' within a reasonable time and in any event before proceeding to execute the work. No such claim shall be accepted unless so made.

8.22 Approval of Revised Estimate/ Work finalisation

- i) When proposing the deviations, the Revised Estimate (RE) shall be prepared and placed in the file. RE shall have the consent & undertaking of the contractor before processing for approval of competent authority.
- ii) Overall less expenditure up to any extent can be approved by original tender approving authority of the work.

Overall excess expenditure up to 10% of the award cost (i.e. award value + contingencies) can be approved by original tender approving authority.

Overall excess expenditure more than 10% of the award cost approval of next higher authority shall be sought.

- iii) However, GM (Civil) will approve deviations for all the works approved by Director(O)/ C&MD/ Board when actual execution cost (final deviations) is within the original approved/award cost provided, there is no change in scope



of the work or within the approved revised estimate (RE) cost provided, there is no further change in scope of the work.

- iv) As per prevailing DoP No.D-2, Director (O) can approve deviations up to Rs.0.50 Crores or (+)10% whichever is lower in case of deviations/alteration from the terms of a contract having value beyond delegated authority.
- v) As per prevailing DoP No. D-2, C&MD can approve deviations up to Rs.3 Crores or (+)10% whichever is lower in case of deviations/alteration from the terms of a contract having value beyond delegated authority.
- vi) Excess expenditure on account of increase in price variation/ variations in statutory levies permissible within the terms of original contract shall not be considered as deviations for seeking approvals.
- vii) In emergencies, administrative approval of competent authority as mentioned above can be sought for proposed deviations in the work duly bringing out the financial implications without preparing Revised Estimate for entire work. This will save time to go ahead with the work as proposed. However, Revised Estimate including the above deviations shall be put up for approval without delay as payment for extra quantities/extra items executed can be released only on approval of RE.
- viii) However, in case of capital works, if budgetary provision of the work is not sufficient to cater the higher expenditure on account of deviations in the work, sanction of additional amount shall be sought from competent authority after deviations are approved.

8.23 Change in scope of work

- i) It should be a guiding principle not to propose any change in the scope of the work after award of the work. Sometimes altering the number of dwelling units, plinth areas may be required due to administrative reasons. These come under change of scope of the work.
- ii) If deviations result in change in scope of the work with/without extra expenditure, the deviations shall be approved by the tender approving authority. The deviations on account of change of scope of works which were approved by the Board can be approved by C&MD to proceed with execution of the work. However, the Board shall be apprised of change of scope of the work after completion of the work depending on the nature and scale of change.
- iii) No new work which is not contingent upon the awarded work shall be proposed with the savings anticipated in the work.

8.24 Protection of work/property and rectifications in the work

- i) The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property/adjacent property from damage/loss arising in connection with the contract. He shall make good such damage/loss except that which may be attributable to Company.
- ii) The contractor shall be responsible for any accident occurring to his workmen or any other person during the progress of work and until the work is taken over by the owner.
- iii) The contractor shall be responsible for all the rectifications during execution till the works are completed in all respects. If the contractor fails to attend to any



rectifications, the same shall be got done by the Engineer-in-charge by any means and additional cost shall be charged to the original contractor and deducted from his bills.

- iv) The contractor shall be responsible to make good at his own expense, any defects in the work detected by the Engineer-in-charge within defect liability period subsequent to the completion of the work.
- v) A programme shall be drawn by the contractor and the Engineer-in-charge for making good the defects detected within the defect liability period and if the contractor fails to adhere to this programme, the Engineer-in-charge shall be at liberty to carry out the rectifications in any manner deemed fit under the circumstances and the cost of such rectifications shall be chargeable to the contractor and recoverable from any of the pending dues of the contractor.

8.25 Review of progress

- i) Actual progress Vs planned progress shall be reviewed regularly and for this purpose, review meetings shall be conducted with the contractor by Area civil engineer with a frequency not less than once in a month. This will enable to take corrective measures against foreseeable delays well in advance. Suitable action is to be taken to remove bottlenecks if any from the department side. It ensures the work to be carried out in an orderly way according to the programme.
- ii) If the progress is found to be not satisfactory, the contractor shall be cautioned of the poor progress regularly. In spite of this if the contractor fails to show the progress as per the programme given by him, the company is at liberty to initiate action as per relevant clauses of the General Conditions of Contract. While issuing letters to the contractors during the progress of the work from time to time, the percentage of physical progress duly bringing out slippage from programme for completion of work shall be mentioned.
- iii) A close monitoring is required to ensure that the work progresses as per the programme. For this purpose daily event register and hindrance register must be maintained at site to be inspected by the officers.

8.26 Photographs of works

The Contractor shall submit the photographs to SCCL at following stages of work.

- Before starting the work,
- During execution at various stages of work,
- Completion before handing over.

8.27 Extension of time

- i) Since the time is the essence of the contract, it is the responsibility of the contractor to complete the work within the specified time. However, if the execution of the work is delayed at any time by any act or cause beyond the contractor's control or by delay authorized by the Company, then the time of completion shall be extended for such reasonable time as the Company may decide.
- ii) If contractor fails to execute the work within the specified time period, he shall normally apply for extension of time at least one month before expiry of the



agreement period/extended period (if already extension is granted earlier) through Area civil engineer to Agreement executing authority. The contractor shall attach revised programme for completion of the work. He shall also give written undertaking in the letter to the effect that he will not have any claim (beyond agreement conditions) towards extra amounts incurred whatsoever from his side on the above work on account of extension of time granted.

- iii) If contractor does not apply for extension of time before expiry of the agreement period or the request of the contractor for extension of time is still under process, Area civil engineer communicates extension of contract period before expiry of agreement period to keep the contract in force without prejudice to the rights of company in levying the penalties for late completion. Proforma for communication of extension of contract period in case of absence of request from contractor side is annexed. **Annexure-16.**
- iv) The delays will be determined solely on the basis of daily event register and hindrance register in case of original works. If giving extension of time is justified, suitable recommendation is to be made along with contractor's letter to the competent authority.
- v) Unless there are valid reasons, LD penalty may not be waived while extending the due date especially where there are prima facie omissions on the part of the contractor. Waiver of LD penalty should be dealt depending on the merits of each case. Even if penalties are waived, price adjustment shall not be operated in the extended period on account of contractor's delay.
- vi) Reply to the contractor is to be given in reasonable time mentioning whether extension is granted with penalty or without penalty and applicability or non-applicability of price adjustment clause in the extended period. Penalties are to be communicated in EoT granting letter. **Annexure-17**

8.28 Force majeure clause:

- i) Force Majeure shall include the following conditions.
 - Any riots or civil commotion.
 - Any War or hostilities.
 - Any earthquake, Flood, Tempest and other natural and physical disasters.
 - Any accident by the fire or explosion.
 - Any law and order proclamation, regulation/ordinance affecting the production / dispatch of the goods.
 - Power interruptions due to grid failures.
 - Court orders / Judgments.
 - International sanctions / Embargo.
 - Delay in handing over the land by SCCL.
 - Any other condition which is beyond reasonable control of either of the parties.
- ii) The contractor will intimate in the event of having resorted to force majeure clause by a letter certified by the appropriate statutory authority mentioning the beginning and end of the causes of delay, within 15 days of the occurrence and cessation of such force majeure conditions.
- iii) The delay arising out of force majeure will be considered for extension. However, company will reserve the right to cancel the contract, if the contractor does not resume the work immediately thereafter. For delays arising out of



force majeure, the basis for determination will be hindrance register which shall be signed by both parties i.e. contractor and Engineer-in-charge.

8.29 Authority to grant Extension of time

- i) If Area GM/ GM(C) is the original tender approving authority, EoT proposal will be put-up for their approval, through Area Finance.
- ii) If Director(O) is the tender approving authority, EoT proposal will be put up for approval of Director (O) through GM (F&A).
- iii) If C&MD/ Board is the tender approving authority, EoT proposal will be put up for approval of C&MD through Director (F). However, EoT proposals for 1st six months will be approved by Director (O)

8.30 Late delivery penalties

If the contractor fails to complete the work within the original agreement period/extended agreement period and delay in completion of the work is solely attributable to the contractor, the following penalties shall be imposed.

- i) Late delivery penalty @ 1% of balance value of leftover work per week (to be calculated on total value of contract if 75% work could not be completed in time). If the partly executed work does not fulfill the operating need of the company, LD will be on total value of contract. However total penalty on this account (including intermediate milestone penalties, if specified) shall not cross 10% of contract value. Here total value of contract means approved Revised Estimated cost/ Final execution cost.
- ii) Any upward revision of applicable taxes and duties or introduction of new taxes/duties in this penalty period shall be to the contractor's account only.
- iii) In this penalty period price adjustment clause shall become inoperative.
- iv) Individual milestones for achieving scheduled progress of the work duly linking to recoveries on non-achievement of the same are stipulated for certain high value project works. Penalties are recovered in RA bills, if the individual milestones are not achieved. However on satisfactory completion of the whole work within the original agreement period/extended agreement period without penalty, the intermediate milestone penalties will be released. These milestones are specified to see that the whole work is completed within the agreement period which is possible when different milestones are achieved as per the time schedule.

8.31 Termination of the contract

- i) On award of the work, if the contractor fails to execute the work within the stipulated time, or fails to show substantial progress as per the programme submitted by contractor at the time of Agreement on various items of work given in schedule of quantities, SCCL is at liberty to order the contractor to discontinue the work forthwith and terminate the work.
- ii) If the contractor fails to abide by the conditions of contract, if he should persistently disregard the instructions of departmental engineers or if he should be adjudged bankrupt, then the Company without prejudice to any other right of remedy, terminate the contract and take possession of the premises and of all materials etc., and finish the work in the method deemed fit.



- iii) However, before proceeding with extreme action of termination of the work, the contractor has to be given minimum 7 days final notice as a final chance to improve the progress. Also the field engineer should submit a report on ground conditions immediately after 7 days notice. If there are no substantial arrangements from contractor's side to improve the progress, proposal for termination of the work shall be put-up for approval of competent authority.
- iv) All termination proposals shall be initiated by Area Civil Engineer and require approval of tender approving authority. However in case of Board approved tenders, C&MD can approve the termination proposal.
- v) Final notice / termination order should be sent to contractor by registered post with acknowledgement due to the declared address and one copy is to be served on the site representative of the contractor and acknowledgement obtained.
- vi) Final notice/order of termination shall be served to the contractor by GM (Area)/ GM(Civil) i.e. agreement executing authority.
- vii) The order of termination of the work issued to the contractor shall contain specific mention of the date on which the contractor has to attend the O/o Area Civil Engineer for taking joint measurements of the work.
- viii) If the contractor does not attend on the specified date, for taking joint measurements, the same are to be recorded by the departmental supervisor in the presence of two witnesses. Follow up action is to be taken to take possession of the site and take over the work. Final bill with reconciliation of all materials etc shall be submitted by the departmental supervisor to Area Civil Engineer within 30 days from the specified date of joint measurements along with estimate for balance works.
- ix) Termination of the work attracts the following penalties:
Forfeiture of all security deposits i.e. EMD, FSD & Addl.FSD (OR) recovery of 20% of the value of incomplete work at the awarded rates of the tender (including price variation amount calculated as on date of termination), whichever is higher.
- x) The above penalty amounts shall be recovered from the final bill payable to the contractor on the work. If sufficient amounts are not available in the final bill of the work, balance penalty amounts can be recovered from any of the other works of the agency or from the works where the agency is a partner as per partnership deed. Solvency amount paid by the contractor at the time of registration can also be got adjusted towards this. Amounts can be recovered by following due process of law if sufficient amounts of contractor are not available with SCCL.

8.32 In case of death of Contractor

While executing agreement, successful bidder (Individual Contractor/ Proprietary firm) has to mandatorily furnish the details of family members/ dependents including nomination for disbursement of pending bills/ amounts in case of his unfortunate death during tenure of the contract.

In case of unfortunate death of contractor (individual/ proprietary firm)



- If nominated person of the deceased contractor comes forward to take-up the balance work, after obtaining approval from tender approving authority, he/she will be permitted to continue the balance works.
For this, supplementary agreement shall be executed between the nominated person and SCCL. Payments (including already executed works if any) and deposits if any (with SCCL) will be made as per terms and conditions of contract to the nominated person of the deceased contractor.
- If the nominated person does not come forward to take up the balance works of the deceased contractor, after obtaining approval from tender approving authority, the contract shall be terminated without levying of penalties. Payments to the extent executed will be made and deposits if any (with SCCL), will be returned to the nominated person of the deceased contractor

8.33 Foreclosure of the work

The Company also reserves the right to foreclose the contract at any stage or suspend the work without assigning reasons if in its opinion, it is considered necessary to do so. On receipt of such notice, the Contractor shall submit within 24 hours of receipt of the notice a complete list of his commitments for settling the same by the company within a period of one month. The Company may allow up to a maximum of 7 days after issue of the notice for continuing the work to enable using up by the Contractor as far as possible the materials at site or in transit.

8.34 Completion of the work

- i) It is the contractor's responsibility to handover the completed work free from any hindrance or obstructions. The contractor has to remove temporary structures like platforms, curing ponds, sheds erected for construction purpose, clear the area off all the debris/ excavated earth etc and handover the completed work to SCCL.
- ii) Field engineer shall inspect the work and ascertain the defects/deficiencies, if any to be rectified by the contractor.
- iii) In the event there are no defects or defects/deficiencies are of minor nature and Field engineer is satisfied that the contractor has already made arrangements for rectifications, he shall recommend to Area Civil Engineer for issue of completion certificate to enable the contractor to raise Final bill. Completion certificate proforma is annexed. **Annexure-18**
- iv) If the defects are of major nature and the rectification is necessary for the satisfactory performance of the contract, the contractor shall be instructed in writing to rectify the defects/remove deficiencies. In such cases the completion certificate will be issued after above rectifications are carried out to the satisfaction of Engineer-in-charge.

8.35 Asset register:

Area Civil Engineers have to maintain the Asset registers for the structures in their area. Immediately after completion of a structure the details of the same (viz.) plinth area, nature of roof, completion cost and completion date shall be entered in the register. Copy of the same shall be sent to Estates Department.



8.36 Experience certificate

Experience certificate to contractor can be issued with respect to works completed as well as works in progress provided there are no major defects in the work. If the work is carried out by a JV firm, the experience is shared by the individual partners to the extent of their share in JV. This certificate shall be certified by the field engineer and countersigned by Area civil engineer. Experience certificate proforma is annexed **Annexure-19**.



CHAPTER IX

PAYMENT OF BILLS

9.1 Running Account (RA) bills

- i) The contractor shall submit the Running Account/Final Bills for all works, whose awarded cost is more than Rs.15L. Running Account/Final Bills are to be recorded by departmental Supervisor for all works, whose awarded cost is less than Rs.15 lakhs and M&R tender works which are dealt by local work orders/ outsourcing works irrespective of value of works.
- ii) The measurements of various items of the work executed should be taken jointly by departmental supervisor and the contractor's technical person/representative. In respect of concealed items/reinforcement steel, the measurements already recorded and check measured in the field measurement book are entered into the bills. The contractor shall sign on all pages of the bill as well as on the documents attached to the bill.
- iii) Wherever execution of internal electrification is involved, certification from workshop authorities shall be taken w.r.t. measurements of the items.
- iv) Contractor shall submit price adjustment bill, wherever applicable along with each RA bill. The relevant documentary proof for the indices considered shall be attached.
- v) In general, bills are prepared using CDIS software, in the computers spared by SCCL. In case of EPC works the bills can be prepared by the contractors in Excel format.
- vi) Departmental supervisor is required to attend to the following points while recording/clearing the bill.
 - (a) It is the responsibility of the departmental supervisor to verify all the entries in the bill for their correctness vis-à-vis work items executed.
 - (b) Payment shall be restricted to tender quantity items till RE is approved.
 - (c) He is required to verify whether any devaluation of items based on QC reports or otherwise is involved.
 - (d) Recoveries are to be effected for store material, other material, machinery or manpower issued by the Company for execution of the work.
 - (e) Recovery of FSD shall also be affected as per the agreement.
 - (f) The items for which part rates for key construction material are prescribed in the contract document are to be taken accordingly. Provisional rates for work items can be admitted judicially as per norms.
 - (g) In case extension of time is not granted, recoveries as per penal rates shall be considered.
 - (h) Price adjustment amounts are to be arrived month-wise. For this, quantities executed in a month shall be assessed with the support of Daily event register, Field measurement book and material invoices.
 - (i) Reconciliation of store material issued, consumed and balance at site shall be brought out. Undertaking of contractor for safe custody of balance store/brought out material shall be taken in the bill.
 - (j) Calculation sheet for quarry material consumed in the bill for payment/remittance of seigniorage charges shall be attached to the bill.



- (k) Case file containing tender document, invoices of material drawn from stores. QC test reports shall be attached to the bill.
- (l) Similarly, for ensuring quantities as well as genuineness of brought out materials by the Agency, invoices of material & MTCs shall be verified & copies to be collected for record.

Having done this exercise, the departmental supervisor shall sign on all the pages of the bills and statements and submit to the Field Engineer.

- vii) The Field Engineer verifies the contents of the bill vis-à-vis work items executed at site. While checking the bill at site, the prescribed check measurement norms shall be followed. He should verify the part rates proposed for key construction material, provisional rates proposed for incomplete works and examine whether they are as per norms/agreement.
- viii) On receipt of the bill after checking by departmental supervisor and Field Engineer, Area civil engineer checks the bill at site. While checking the bill the prescribed check measurement norms shall be followed. After checking the bill at site, Area civil engineer endorses the bill to technical branch for scrutiny.
- ix) The concerned officer (supervisor/engineer) in technical branch verifies the bill randomly for its correctness. He verifies whether any compliance report/ATR is pending with respect to QC observations. Then Area civil engineer forwards the bill to the Regional Quality Control Cell duly furnishing compliance/action taken on QC observations.
- x) After clearance from QC, Area Civil Engineer advises the technical branch and pay sheet clerk for thorough checking of the bill and preparation of pay sheet. The concerned officer in technical branch carries out technical checking and arithmetic checking of the bill. In the technical checking, all items of work are to be checked vis-à-vis specifications and rates as per the agreement and it is to be verified whether the quantities are in accordance with the tender provisions/RE provisions and as per plan.
- xi) He verifies the abstract of the payment proposed and certify after duly getting ascertained that all payments and recoveries against all subjects including taxes, seigniorage etc., are considered. He verifies the correctness of the store recoveries proposed with the help of records/registers maintained in office of Area civil engineer. He checks price adjustment bills thoroughly. Any recovery or recoveries advised by Government departments are also to be effected. He finally arrives at correct net amount of the bill payable. He obtains contractor's undertaking for acceptance of rates and measurements recorded/ check measured in the bill.
- xii) He shall also verify whether the case file attached has all relevant documents. He shall prepare a check list highlighting the salient points of the bill and submits to Area civil engineer. Checklist annexed. **Annexure-20.**
- xiii) On advice from Area Civil Engineer the pay sheet clerk prepares pay sheet. After signing the pay sheet, Area Civil Engineer sends the bill to F&A Department for payment.
- xiv) Accounts department checks the arithmetic correctness of the bill and verifies whether payments and recoveries affected are in line with agreement clauses. After verifying recoveries of taxes and duties and entering corrections, if any,



the bill and pay sheet are sent to Regional Internal Audit Department as per laid down norms.

xv) In case of RA bills of works, whose awarded cost is above Rs.3.00 Crores, 75% of the bill amount will be released as adhoc/ interim payment after due site checks within 7 days from the date of submission of bill. The balance 25% of the Running Bill amount will be paid after due processing the bill.

xvi) Audit of bills

RA bill when exceeds 10% of contract value 1st time is pre-audited before payment is made to the contractor. Subsequently all RA bills when 75% of contract value is exceeded and final bill are pre-audited. All other bills are post audited after payment is made. Any changes in the prevailing guidelines as communicated by Internal Audit shall be followed.

xvii) After receipt of the bill and pay sheet from Internal Audit, Accounts department effects payment to the contractor through RTGS.

xviii) All payments against RA bills shall be regarded as intermediate payments by way of advance against the final payment only and not as payment for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskillful work to be removed/ taken away and reconstructed.

9.2 Provisional Rates for work items

Provisional rates for the work items can be allowed by the Engineer-in charge in RA bills depending on the progress and balance rate is released after completion e.g. provisional rate is paid for RCC slab soon after casting and full rate is released after completion of curing period and removal of centering/shuttering.

9.3 Part Rates for Key material procured for construction

- i) Key construction materials like cement, steel, Pipes, roof sheets, tiles, doors/windows, sanitary/water supply material, electrical material etc., required for the work as provided in the tender shall be procured and supplied by the Contractor.
- ii) If separate items are available in tender for supply of material such as cement and steel, 90% of tender rate or 90% of actual procurement rate (as per invoices) whichever is less will be released on receipt of material at site and the balance rate totaling to approved tender rate will be released after the material is used on the work.
- iii) If combined item is available in tender for supply and fixing of material such as pipelines, doors/windows, roof sheets, tiles, other sanitary/water supply material, 75% of the rate considered for material component in data rates (to be obtained from O/o GM (Civil)) factoring tender premium will be released on receipt of material at site, and the balance rate totaling to approved tender rate for the combined item will be released after the material is used up on the work.
- iv) Above key construction materials should be procured in consignments duly assessing the site requirement and depending on the progress of the work but not merely going by the quantity provided in the tender. Any unused material



in the work shall be taken away by the contractor and final payments will be limited to the material actually used up in the work.

- v) Part payment shall not be paid for items like earth, gravel, sand, metal, stone, bricks, GSB, WMM, bitumen etc.
- vi) The contractor is responsible for safe custody of all material for which part payment is made. He should give undertaking to this effect in the bill.

9.4 Final Bill and Deviation Statement

- i) The final bill of the entire work shall be recorded after the works are completed to the entire satisfaction of Engineer-in-charge and in accordance with the provisions of the agreement and after completion certificate is issued.
- ii) Completion certificate of industrial structures such as CHPs/bunkers/gantries with respect to functionality and safety of the structures shall be given by Civil and E&M engineers jointly before taking over the work.
- iii) Overall measurements of the completed work are to be recorded in the Final bill. Submission, checking/check measurement, and processing of the final bill shall be similar to that of RA bills.
- iv) While forwarding the final bill by the departmental supervisor/ Field Engineer to Area civil engineer, it should be accompanied by a deviation statement as per format prescribed, wherein the item wise quantities and amounts as per agreement are compared with actual quantities and amounts in the original tender and an overall picture of (+) or (-) over the award cost is evaluated. The work finalization note reflecting the completion cost, reasons for major deviations and interim approvals taken, if any shall be processed for the approval of competent authority before processing the bill for payment.
- v) The following documents shall accompany the final bill.

All the MBs containing RA bills

Work finalization note & Deviation Statement

Reconciliation of departmental materials

Sale Invoices w.r.t. the material drawn from Company stores

Departmental challans if any.

Water supply charges – statement

Details of hire charges of departmental plant and machinery

Other certificates regarding site clearance by the contractor.

date of markout undertaking and date of completion certificate.

No claim certificate regarding measurements and rates duly signed by the contractor in the MB.

Completion drawing.

Copies of approved Derived Rates/Data Rates, if any.

All field registers

Any other relevant information.

- vi) If contractor fails to submit final bill (for works, whose awarded cost is more than Rs.15 L) within 6 months, departmental Supervisor will record the measurements in presence of 2 witnesses (local contractors) and raise the bill.



9.5 The norms of Check measurement / Test checks shall be as follows

Designation of the Engineer	Description of item of works	% of Check measurement
Field engineer (2 nd level Engineer)	Items which cannot be measured at a later date like earth work, stack measurements of aggregates, reinforcement steel in RCC works etc. (All hidden measurements)	100%
	Measurable items at a later date i.e. Super structure items	50%
Area Civil Engineer/ Engineer-in-charge	Items which cannot be measured at a later date like earth work, stack measurements of aggregates, reinforcement steel in RCC works etc. (All hidden measurements)	25%
	Measurable items i.e. Super structure items	10%

9.6 QC clearance

- i) All bills (both RA & Final Bills) of civil works whose awarded value is more than Rs.3.0 Lakhs are sent for clearance of Regional Quality Control Cell after the bill is checked and cleared by Area civil engineer. In case of M&R tender works, which are dealt by placing local work orders, the sanction value of work order, (not the award value of M&R tender) is considered for obtaining QC clearance.
- ii) However, QCC checks at random can be made and rectifications/ deductions if any can be suggested even if the value is less than Rs.3 lakhs.
- iii) The bills of the following works do not require QC clearance.
 - (a) Outsourcing works
 - (b) Cleaning of overhead tanks on residential/public buildings where user certificate is obtained before processing for payment.
 - (c) Supply of pit materials to UG mines; bills are prepared on the basis of certificate from mine authorities.
 - (d) Shifting of pipe lines in OC mines; bills are prepared on the basis of certificate from mine authorities.
 - (e) Removal of coal heaps from CHPs; bills are prepared on the basis of certificate from the concerned authorities.
 - (f) Silt removal from washing platforms; bills are prepared on the basis of certificate from mine authorities.

9.7 Release of retention money

The retention money retained in the final bill shall be released after completion of defect liability period in accordance with relevant agreement terms and after ensuring that there are no further recoveries outstanding against the contractor on that particular work. A certificate shall be furnished by the Field Engineer that there are no outstanding indents and the other recoveries and no defects were noticed in the work/defects noticed were rectified by the contractor (**Annexure-21**). Then only the Accounts department shall be advised by the Area Civil Engineer to release retention money (including EMD) to the contractor.



9.8 Timelines for payment of bills

- (a) It should be seen that RA bills submitted with all supporting documents are paid within one month of submission.
- (b) It should be seen that Final bills submitted with all supporting documents are paid within two months of submission for works whose contract value is up to Rs.15L and within three months in case of works with contract value above Rs.15L.
- (c) It is the responsibility of Area civil engineer to pursue with the concerned for submission of final bill within a reasonable time after completion of the work. He shall submit a consolidated monthly statement on pending final bills to GM(Civil) duly furnishing the reasons for delay.
- (d) The contractor is not entitled to interest upon any payment which may on the final settlement of his account be found due to him.



CHAPTER X

MAINTENANCE & REPAIR (M&R) WORKS

10.1 Introduction

- i) Carrying out the job of maintenance and repair (M&R) works to the Buildings, Roads, Sanitation and Water Supply is an important activity of the Civil Engineering Department in SCCL. Expenditure on all these M&R works will be charged to Functional Budget. The Functional Budget (Revenue Budget) is sanctioned for each year and it shall be ensured that the actual expenditure on Revenue account shall not exceed the approved Functional Budget.
- ii) The M&R works can be broadly classified into three categories namely:
 - (a) Normal maintenance and repair works.
 - (b) Special maintenance and repair works.
 - (c) Other Revenue works

10.2 Normal M & R works

- i) Under M&R, modifications/ renovations works/ rich & improved specifications than existing in the buildings/ structures shall not be adopted. In case rich specifications are proposed to be adopted specific approval of GM (Civil) is to be obtained.
- ii) Normal M&R works in township consists of the following works.
 - (a) White washing, painting and patch works to walls, flooring, waterproofing of roof slabs and other miscellaneous repair works in residential and public buildings.
 - (b) Maintenance of the roads like filling of pot holes, dressing of side berms and repairs to side drains.
 - (c) Regular maintenance of filter beds viz., removing silt, cleaning and white washing, refilling filter media (sand, gravel etc.) and transporting removed silt etc. and works required thereto. Regular cleaning of ELSRs and OH tanks on buildings also come under this category.
 - (d) Regular maintenance of water supply lines and connected works.
 - (e) Regular maintenance of sanitary lines and connected works.
- iii) The norms for taking up normal M&R works for buildings shall be as follows.
 - (a) **Residential buildings:-** once in 3 years, i.e. each year nearly 1/3 of total number of quarters will be attended for white washing, painting, patch works to walls and flooring, repairs to doors / windows etc.
 - In case of change of occupancy and it is within 1 year since last M&R done: Single coat whitewash shall be provided to Kitchen and toilets only.
 - In case of change of occupancy and it is 1 year passed since last M&R done: Single coat white wash/colour wash/OBD/emulsion (except enamel painting) to inside building, front face of building and front face of compound wall can be taken up.



- In case of marriages and it is 1 year passed since last M&R done: Single coat white wash/colour wash/OBD/emulsion (except enamel painting) to the building including compound wall can be taken up.
- (b) **Dispensaries/ Hospitals:-** Distempering, emulsion and white washing can be done once in one/ two years depending on necessity & request from user department. However, the Kitchens, Toilets and Verandahs can be attended every year. Painting to be done once in 3 years.
- (c) **Schools, Colleges, Offices and all other Public Buildings:-** To be done once in 3 years.
- (d) **Canteens:-** To be done once a year.

10.3 Special M & R works

- i) In certain old areas of SCCL, some of the buildings including workmen quarters which were constructed long back require major and special repairs to make them fit for dwelling.
- ii) The following works can be classified as special M & R works and are to be attended as and when required, keeping in view the safety of the structures.
 - (a) Dismantling Mangalore tiled / AC Sheet roofs and re-roofing the same with alternative material.
 - (b) Re-construction of damaged walls.
 - (c) Complete re-doing of the floorings.
 - (d) Complete re-plastering to the walls.
 - (e) Other retrofitting works for extending serviceability of the structure.
 - (f) False ceiling and tiled flooring in residential buildings (as per the general approvals) come under this category.
 - (g) Arresting of leakages through membranes or pressure grouting
 - (h) Post construction Anti termite treatment
- iii) Any additions / alterations to the permanent buildings shall be taken-up only with prior approval of Director (O).

10.4 Other Revenue works

- i) Maintenance of railway sidings.
- ii) Construction of temporary small size sheds, garages, additions / minor alterations to buildings of small value also come under this category.
- iii) Major maintenance of road works (including renewal coat layer as and when required), complete re-laying of old sanitary lines, complete re-laying of old & corroded/scaled water supply lines etc., shall come under this category.

10.5 Tenders for M&R works

- i) For normal M&R works, , after estimating the quantum of work for a period of one year (in respect of filter bed maintenance works period shall be two years), tenders are to be floated separately for each section duly issuing Tender Notice in the prescribed proforma. The tenders floated, are to be processed as per the procedure narrated in Chapters V, VI & VII.
- ii) Approval of the M&R Tender is communicated to the contractor through a work award letter by the Area Civil Engineer. The field Engineers shall identify the M & R works required to be taken up for any particular residential building,



public building etc., after due inspection by the supervisory staff. Then required estimates for individual units of buildings/ residential quarters are prepared separately by the Supervisory Staff.

- iii) For each estimate, a job work order is placed (in quadruplicate) in prescribed format (**Annexure-22**) and signature of the M&R works contractor is obtained on the work orders which should be accompanied by the detailed estimate of the individual work. The work order may contain SR items which might have not been covered in the awarded tender. The approved tender premium applies to these extra items which are considered from respective SR/approved DRs. Then the same shall be put up for approval of the Area Civil Engineer / Area GM. After approval of the work order, the contractor shall be advised to take up the job in that particular residential quarter / public building by issuing a copy of the sanctioned work order. The work order shall be enclosed to the bill while sending the bill to Finance.
- iv) In case of maintenance of filter beds, work orders are placed by preparing an estimate for the maintenance of a particular filter bed for one month and after approval of the work order by Area Civil Engineer the work is taken up through the M&R contractor.
- v) Work orders placed (on approved tenders / contracts connected to M&R in township and mines) for taking up maintenance and repairs works to residential buildings, mine structures and public buildings which are routine & periodic in nature and as per the guidelines communicated from time to time shall be approved by the concerned Area Civil Engineer.
- vi) M&R job work orders which are not routine and periodic, such as safety week celebrations, works connected to VIP visits, taking up of M&R works to residential buildings prior to due date (on the special request of occupant), shall be put up for approval of concerned Area GM in the Areas, GM(Civil) in the corporate and ED/GM(E&M) in the STPP.
- vii) In case, tender value is exhausted and relay tender is not yet finalized, M&R works of urgent nature can be taken-up by placing job Work Orders in the M&R tender of neighboring colonies/ Mines within the Area duly obtaining prior approval of concerned Area GM in the Areas, GM(Civil) in the Corporate and ED/GM(E&M) in the STPP.
- viii) No Financial clearance for placing work orders is necessary as long as the tender value is not exceeded and within the sanctioned tender cost and within the overall scope and nomenclature of approved M&R tender.
- ix) The quantum of work turned out on job work orders under each M&R tender, shall be assessed at frequent intervals, say once in a month or 2 months, to ensure that the total amount on all the work orders shall not exceed the tender cost and further work orders shall be stopped as and when the approved tender amount is exhausted.

10.6 Payment of bills on M & R works

- i) After completion of the job entrusted to the contractor, by way of job work order as mentioned above, the work shall be inspected by the supervisor and record in the measurement book. The norm mentioned in previous chapters for recording of bills by contractor for works whose contract value is above Rs.15L



is not applicable for M&R tender works which are dealt by placing local work orders.

- ii) The Field Engineer shall check-measure the work and shall confirm that the same is carried out as per the requirement and within the sanctioned cost of the approved work order. The MB shall then be submitted to the Area Civil Engineer for his checking and further processing of the same for payment.
- iii) As there would be many such petty job work orders, placed for individual houses / works, a reasonable time period is to be specified on the job work order in the appropriate column provided, and it shall be ensured that the work is completed within the specified time.
- iv) The bills on the job work orders shall be recorded and sent for payment within a reasonable time.
- v) Proposals for relay tenders shall be initiated well in advance before lapse of existing tenders to ensure continuity of maintenance and repair works. Once the cumulative amount of approved job work orders reaches 75% of contract value of existing tender, action to be initiated to float relay tenders.
- vi) As far as possible, payment shall be in the form of CC1 and final bills only and R.A. bills shall be avoided, since these are small job work orders.
- vii) However, for special M&R works (such as retrofitting works, renovation of public buildings, anti-termite treatment, waterproofing of roof slabs etc.,) and other Revenue works for which tenders are called exclusively, RA bills shall be paid depending upon the progress and quantum of work and final bill shall be paid after completion of the entire work as per the scope of the tender. The procedure for recording measurements in the M.B, check measurement by the field Engineers and processing of the R.A. bills, as well as the final bills shall be the same as explained in Chapter-IX under relevant paragraphs.
- viii) For normal M&R tenders, defect liability period is not mentioned. For exclusive special nature tenders for works such as retrofitting of buildings, anti-termite treatment, waterproofing of roof slabs a suitable defect liability period will be stipulated. When defect liability period is not mentioned, no amount shall be retained in the final bill.
- ix) Further, in M&R tenders which are dealt by placing local job work orders, FSD is not recoverable from the bills.

10.7 Work Orders Register

- i) A register in prescribed format shall be maintained by the Field Engineers as well as in the Office of Area Civil Engineer. As and when a work order is approved by the Area Civil Engineer / Area GM, the same shall be numbered serially starting from the beginning of the financial year and the details of the work order i.e., name of work, amount sanctioned, work order number and date should be entered in the register.
- ii) As and when the bills of the work orders are sent for payment, the details of the same should be entered in the register against the connected sanctioned work order. The work order number in the register shall be rounded off.



10.8 Area Register

Area Register shall be maintained as per the prescribed format at Area civil engineer's office. In this register, one folio is to be allotted for each residential building as well as each public building. As and when any M&R work is taken up and payment made, the details of the work executed and the date of payment made shall be recorded immediately in the above register against the relevant building in the folio allotted for the same. This facilitates in taking up works only as per periodicity norms depending upon the type of building as mentioned at para 10.2 above.

10.9 Register for standard measurements

To make the job of preparation of estimates/ recording of bills for M&R works easier, a register with standard measurements of all permanent structures in the Area i.e., residential quarters, public buildings, mine structures etc., shall be maintained in the office of Area civil engineer. The register shall contain abstract quantities for regular M&R items such as white washing/ colour washing/ paintings duly supported by detailed measurements.



CHAPTER XI

OUTSOURCING TENDER WORKS

11.1 Introduction

Day to day maintenance of Company's establishments is carried out by deploying Contractor's workmen through outsourcing tenders. These tenders are meant for carrying out perennial and non-core activities such as civic maintenance of townships, housekeeping of public buildings, sweeping of coal roads, maintenance of STPs, maintenance of swimming pools and deployment of Contractor's workmen (for carrying out non-perennial and non-core works) at mines, CHPs, townships and office buildings etc.

11.2 Unit Rates

Unit rates are prepared for jobs such as sweeping of roads, mopping of floors, cleaning of drains, sanitary lines etc., duly factoring minimum wages of labour, Bonus, CMPF, CMPS, cost of consumables, cost of safety gadgets and contractor's profit element etc. A separate Outsourcing Manual which contains specifications and piece rates for different maintenance activities based on manpower coefficients arrived for each activity is approved. These rates are called Unit Rates.

11.3 Approval for calling tenders

- i) While proposing any out-sourcing work, it is to be critically reviewed and justified that there is no surplus permanent manpower available in the respective administrative Area for carrying out such work. The note shall be invariably routed through Area IED and Area Finance. One should be judicious while proposing/increasing in the manpower in the outsourcing tenders. If more manpower is envisaged in relay tenders, justification shall be brought out for the same while seeking approval.
- ii) For calling outsourcing tender works, processing through Corporate IED and approval of Director (Operations) is required as these tenders mainly involve deployment of Contractor's workmen. However, relay outsourcing tenders with overall/sanction cost up to Rs.50L, Area GM/ GM(Civil) for KGM Corporate Area can accord approval for floating tender after processing through Area IED, provided there is no increase in contract man power envisaged in the tender.

11.4 Floating of tenders

Outsourcing tenders are floated off line. These tenders are floated on unit rates duly factoring increase in minimum wages, bonus, CMPF, CMPS, cost of VTC training, cost of safety gadgets etc., as per the prevailing guidelines. Contractors will not be allowed to quote any premium on these rates. Works are awarded at Company's unit rates only. A draw is conducted among the interested eligible contractors of the Company registered for respective administrative Area of the Company. Draw is conducted in the presence of representatives of Civil, Finance and SO to GM.

11.5 Mutually Aided Co-operative Societies (MACS)

SCCL reserves some outsourcing tender works in its administrative Areas to Mutually Aided Co-operative Societies (MACSs) formed by Project Displaced Families (PDFs) and Project Affected Families (PAFs) resulted due to SCCL operations. Local tribals other than PDFs/PAFs can also form MACSs, register



with Registrar of Co-operatives and request SCCL to allocate outsourcing tender works to their societies. Outsourcing works are reserved for MACSs in order of preference: MACSs of tribal PDFs/ PAFs > MACSs of non-tribal PDFs/ PAFs > MACSs of tribals of the Area other than PDFs/ PAFs. MACSs are required to participate in tenders reserved for them. However, rotation of MACSs for different works is to be ensured instead of continuing same society for the same work continuously.

11.6 Eligibility criteria

- i) For participating in outsourcing tenders, SCCL registered contractors only are eligible. They can participate in outsourcing tenders of only that administrative Area which they opted for URS and entered in the contractor registration card. They cannot participate in outsourcing tenders of other Areas.
- ii) These tenders are generally floated for two years period. The estimated cost of the work for one year duration shall be considered as the eligibility criteria, for deciding the appropriate class of registration of the contractors. (For example: If estimated cost for 2 years maintenance tenders is Rs.35.00 Lakhs, then Rs.17.50 Lakhs is to be considered for eligibility of class of registration of the contractors to participate in the above tenders.)
- iii) Office of Area Civil Engineer shall maintain a separate register of all the Civil Contractors registered for outsourcing works of that Area.
- iv) Works are to be awarded with cyclic system. Contractors awarded with any of the outsourcing work in the on-going cycle are not allowed to participate in further outsourcing tenders till that cycle is completed.
- v) However in case of nonresponsive tenders even after extension of dates for twice, such tenders are separated/ removed from the ongoing cycle and all the registered contractors for outsourcing works of that Area are made eligible to participate in that tender. The contractors awarded with the works under non cyclic Unit rate System will be allowed (provided they are not awarded with work in the ongoing cycle) to participate in outsourcing tender works called under cyclic system.

11.7 Execution of work

- i) The successful contractor awarded with an outsourcing tender shall engage necessary minimum number of un-skilled/ semi-skilled/ skilled workmen, Safaikaramchari, tractor driver, supervisor etc., as brought out in the tender. The Contractor will not engage child labour. The workmen engaged shall be within the age limit of 18 to 60 years.
- ii) The contractor shall give preference to persons of PAF/PDF of SCCL in deploying contract labour.
- iii) 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 number of labour present on any given day. Workmen shall be permitted weekly off.
- iv) The contract workmen should have undergone initial medical examination (IME)/ periodical medical examination (PME) at SCCL hospitals at free of cost.
- v) If the outsourcing work is in mine premises, MVTC training to contract workmen will be given by the Company at free of cost and the payment towards wages to the contract labour during the training period will be reimbursed.



- vi) The liability for payment of compensation (as per Employees Compensation Act) to the Contractor's workmen for personal injury caused by accident arising out of and in the course of employment will rest on SCCL. However, the contractor has to produce necessary documentary evidence of having engaged the injured worker on the work and the cause of accident is not due to his negligence etc.
- vii) Other facilities like free medical facilities in company hospitals, application of Provident fund/ Pension Scheme etc., to contract workmen shall be extended as per the agreement conditions and Company policy w.r.t. Contractor's workmen.
- viii) The Contractor shall provide all necessary personal protection equipment for the benefit of his workmen at the site and ensure the workers use the equipment.

11.8 Payment of bills

- i) The performance of the contractor will be recorded by departmental supervisor in daily inspection report based on inspection, observation and assessment of the extent of performance of the contractor. The cumulative out turn of the work for the month by the contractor in terms of total number of daily inspection reports forms the basis for preparing the bill of claim by the contractor once in a month.
- ii) The bill will be processed as per prevailing procedure after due checking by SCCL supervisory staff and check measurements by the Engineers as per norms. However, QC clearance is not required for these bills.
- iii) When there is a shortfall in performance (in terms of extent of area not swept, garbage not lifted,) and requisite number of workers or implements not engaged, disinfectant mixture not sprinkled etc., the Company can impose fines and cause deduction of amounts from the bills of the contractor.
- iv) If there is shortfall in deployment of workers on any day, penal recoveries for shortfall observed along with deduction of respective equivalent quantum of activity as per manpower coefficients shall be affected.
- v) If it is found that the work entrusted is not carried out on any particular day, a proportionate amount per day from contractual amount will be deducted as the case may be depending upon the number of days in the calendar month. In addition 50% of such arrived amount will be deducted as fine.
- vi) Wages payable to contract workmen for musters put up in a month shall be paid by 7th day of subsequent month as per the statute. The contractor has to remit the wages in to the respective bank accounts of all the workmen 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 month's wages.
- vii) However for releasing final bill after last month of execution, the contractor shall produce proof of having remitted the wages of last month to the workmen.



CHAPTER XII

IMPORTANT MISCELLANEOUS ISSUES

12.1 Introduction

In the previous chapters, procedures and norms in preparation of estimates, calling tenders, execution of works and Registration of contractors etc., are summarised. In addition to these procedures and norms there are few more important miscellaneous issues including certain statutory provisions as well as administrative procedures, summarised in this chapter.

12.2 Application of labour legislations

It shall be the responsibility of the Contractor to strictly adhere to all the requirements under the labour laws and other enactments as may be applicable to labour from time to time.

As per the present guidelines, the following are to be complied by Principal Employers and Contractors.

- (i) It is mandatory for Principle Employer and contractor to register in 'SHRAM SUVIDHA' portal and obtain License Identification Number (**LIN**).
- (ii) Contractor shall obtain LIN for each contract separately.
- (iii) A notice board shall be displayed at O/o Principal Employer and contractor's work site with details such as name of the establishment, working hours, rates of wages, wage period, names of the inspectors etc.

Obligations of Principle Employers:

- (i) Registration of establishment in SHRAM SUVIDHA portal with list of works.
- (ii) Amendment of the Certificate of Registration every 6 months with updated list of works.
- (iii) Register of Contracts in Form XII is to be maintained and should be updated as soon as new contract is awarded.
- (iv) Annual Return is to be submitted on-line in the 'SHRAM SUVIDHA' portal for the preceding calendar year by 1st February every year.
- (v) Shall issue a certificate in "Form-I" to the contractor along with the work award letter, to facilitate the contractor to obtain the labour license
- (vi) Form-III is to be issued to the contractors who are employing 20 or more contractor's workmen.
- (vii) Notices w.r.t. commencement of work and completion of work in Form-VII are to be sent the LEO(C)/ Dy.CLC(C):HYD within 15 days in respect of each contract work.
- (viii) Principle Employer shall ensure that the contractor pays prevailing minimum wages to workmen through Bank and makes timely payment.

Obligations of Contractors:

- (i) Contractor should get his firm registered in SHRAM SUVIDHA portal.
- (ii) Contractors who are employing 20 or more contractor's workmen in a work shall obtain separate license for each contract.
- (iii) Contractor shall submit commencement of work/ completion notice in Form-VII to LEO(C)/ Dy.CLC(C):HYD within 15 days.
- (iv) Shall maintain (a) Register of Employees, (b) Register of Wages, (c) Register of Loan/ Recoveries and (d) Register of Attendance.



- (v) Shall issue Employment card (ID card) to his workmen.
- (vi) Shall issue wage slips to each workman for each wage period.
- (vii) The contractor has to file Annual Returns on-line in the 'SHRAM SUVIDHA' portal for the preceding calendar year by 1st February every year.
- (viii) The Contractor shall pay minimum wages to his workers as prescribed by the Government from time to time as per Minimum Wages Act, 1948.
- (ix) The Contractor shall pay bonus to his workers under the payment of Bonus Act, 1965.
- (x) The contractor shall pay the wages to the workmen engaged on the work through banks.
- (xi) The contractors have to provide facilities such as drinking water, first aid and welfare amenities, toilets etc. at work site.
- (xii) The contractor shall opt for Coal Mines Provident Fund Scheme including CMP (Amendment) Scheme, 2018 OR Employees Provident Fund Scheme for his workmen.
- (xiii) It is mandatory for the contractor to comply with the provisions of above schemes, as applicable to the contract labour deployed in the subject work and accordingly the contractor shall have applied for registration with the Asst/Regional Provident Fund Commissioner and obtained an independent Provident Fund Code Number allotted by the Asst/Regional Provident Fund Commissioner.

12.3 Dispute resolution mechanism

By way of Negotiations: Normally all disputes shall be settled amicably by negotiations between the Company and the contractor. For this, contractor shall make an application to the General Manager (Civil) or his authorised representative in writing.

In case of major disputes, a committee will be formed with the approval of the tender approving authority to negotiate with contractor to resolve the same. C&MD is the highest authority.

If disputes are not settled amicably, the same shall be taken to civil court.

Detailed clause, w.r.t. dispute resolution mechanism is given in the **model bid document**.

12.4 Bribes

The Contractor or any one on his behalf shall not canvas, pay, give or offer reward of gratuity to any employees of SCCL or else the SCCL will be at liberty to cancel the contract and forfeit the EMD paid by the contractor.

12.5 Allotment of vacant quarters to Civil contractors on rental basis

Based on the availability & sparability, SCCL will allot vacant quarters to Contractor/Contractor's Engineers/ Contractor's supervisors for EPC/ housing/ major projects and other deserving important capital/ revenue nature works.

Depending on the extent & nature of the work, prior approval shall be sought from the competent authority & a separate clause on the same shall be included in the NIT.

After completion of the contract, Agency shall vacate the quarter. Final bill shall be settled only after submission of house vacation certificate issued by competent authority.



Penal rent from the date of completion of the work will be imposed and deducted from final bill of the Agency. If payable amounts are not sufficient, the same will be recovered from retention amount towards defect liability period.

12.6 Additions/deletions of clauses

Any additions/updates/modifications/deletions of clauses from the provisions stated in the manual shall be done with due approval of the Chairman & Managing Director. The same shall be submitted to the Board as an information item at the earliest.



ANNEXURES

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Model Articles of the agreement

AGREEMENT

This Agreement No. CRP/CVL/___/AG-_/20__-__ made on the _____ **DAY OF** _____, **IN THE YEAR TWO THOUSAND AND TWENTY** _____ by and between _____ (herein after called the “Contractor”) and The Singareni Collieries Company Ltd., Registered Office at P.O. Kothagudem Collieries-507101, Bhadrachalam Road Rly. Station, Bhadradri Kothagudem Dist., Telangana State represented by its **General Manager (Civil)** (herein after called “The S.C.Co.Ltd., or Company”) witnesseth that the Contractor and the S.C.Co.Ltd., for the considerations hereinafter named agrees as follows:

Article-1:

Scope of the work: The Contractor shall furnish all the materials and perform all the works allotted to him in accordance with the specifications and drawings herewith filed and shall do everything required by the Agreement, the General conditions of contract, the specifications, special conditions of contract etc., for the work
“ _____ ”

SIGNATURE OF THE CONTRACTOR

Contd...

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Article-2:

The Contract Sum: The total value of the contract is **Rs.**_____ (Rupees _____ only). The Company shall pay the Contractor for performance of the Contract subject to additions and deductions provided therein as per the agreed rates given in the Schedule, attached herewith, applied to the actual quantities of work turned out by the Contractor.

No work should be undertaken which in the Contractor's opinion is beyond the scope of work included in the tendered items and rates unless such works and the rates thereof are confirmed in writing by the **General Manager (Civil)** or his authorised representative. For such items the payment or deduction as the case may be, shall be effected at rates worked out on the basis of actual departmental working data.

Recoveries of the cost of any materials if supplied for this contract by the S.C.Co.Ltd., will be effected as per the rates and conditions mentioned in notes of the specifications together with schedule of approximate quantities and signed by the Contractor. This forms a part of this contract.

Article-3 :

Time of Completion: The work to be performed under this contract shall be commenced within two weeks as required by the Company from the date of signing the Agreement and the same will have to be completed in all respects by _____ **MONTHS** from the date of mark-out.

- (i) **Delay in execution:** Delay in execution beyond the date of completion as stipulated in this agreement or failure to show substantial progress as per the programme submitted by the contractor on various items of work given in schedule of quantities shall attract Late delivery penalty as detailed in general conditions of contract attached herewith.
- (ii) **Termination of contract:** On award of the work, if the contractor fails to execute the work within the stipulated time, or fails to show substantial progress as per the programme submitted by contractor on various items of work given in schedule of quantities, the SCCL is at liberty to order the contractor to discontinue the work forthwith and terminate the work imposing penalties as detailed in general conditions of contract attached herewith.

Article-4:

Progressive Payments: Full payment on the job will be made only after the works are completed in all respects and a certificate is granted to this effect by the **General Manager (Civil)** or his authorised representative. If however, the Contractor desires intermediate payments, the S.C.Co.Ltd., may arrange payment on measurement of actual work done. Such progressive payments will be up to 92.5% only of the actual measurement, subject to certification by the **General Manager (Civil)** or his authorized representative. The balance of 7.5% will be paid only after due execution of the contract subject to the retention of specified amounts.

SIGNATURE OF THE CONTRACTOR

Contd....



Article-5

Acceptance and Final Payment: Final payment shall be due after completion of the job provided the works be then fully completed and the contract fully performed in this respect. Upon receipt of written notice that the works are ready for final inspection and acceptance of the **General Manager (Civil)**, the **General Manager (Civil)** or his authorised representative shall promptly make such inspection and when he finds the works acceptable under the contract and the contract fully performed, he shall promptly issue a Completion Certificate. Then, final payment will be processed subject to the retention of specified amounts till completion of defect liability period. Before processing the final payment, the Contractor shall submit evidence to the **General Manager (Civil)** or his authorised representative that all pay rolls, materials, bills and other indebtedness connected with the works have been paid.

Article - 6

The Contract documents: The specifications with the schedule of approximate quantities with agreed overall uniform percentage on estimated rates, General Conditions of Contract, construction drawings together with this Agreement form the contract and they are as fully a part of the contract as if hereto attached or herein repeated.

IN WITNESS, WHERE OF THE PARTIES here to have executed this Agreement the day, month and year first above written at _____.

CONTRACTOR

For and on behalf of the
THE SINGARENI COLLIERIES COMPANY LIMITED
KOTHAGUEDEM

GENERAL MANAGER(CIVIL)
KOTHAGUEDEM

Witness:

1. SIGNATURE:

NAME:

ADDRESS:

2. SIGNATURE:

NAME :

ADDRESS:



Annexure-2

MODEL BID DOCUMENT FOR TENDERS FLOATED AT CORPORATE

**THE SINGARENI COLLIERIES COMPANY LIMITED
(A GOVERNMENT COMPANY)
KOTHAGUEDEM COLLIERIES**

PRICE BID

TENDER SCHEDULE

FOR THE WORK OF

**“Construction of _____
_____ Area, _____ Dist., Telangana State.”**

e-Procurement Tender Notice No.
CRP/CVL/___/TN-___/20__-__, dt.____.____.20__

Estimated Cost : **Rs.**_____

CIVIL ENGINEERING DEPARTMENT



THE SINGARENI COLLIERIES COMPANY LIMITED
(A Government Company)

Letter of the bid

General Manager (Civil)
The S.C.Co.Ltd.,
KOTHAGUDEM

Dear Sir,

I/We do hereby tender for the following work at _____ **AREA**, _____ **District** as per the rates quoted in the schedule of specifications which will be firm till completion of work and should the tender be accepted. I/We hereby bind myself /ourselves to complete the work within the period stipulated below.

Description of work	Place	Time of Completion
CRP/CVL/___/TN-___/20 -___, dt. ___ .20___ Construction of _____ _____ Area, _____ Dist., Telangana State.	_____ AREA	_____ MONTHS from the date of Mark-out

1. I/We note that any delay in acknowledging the receipt of award letter and executing the agreement duly submitting 2½% EMD and other documents within the stipulated time period will be a breach of contract and I/we shall be liable for forfeiture of the EMD by SCCL.
2. I/We also agree to start the work within two weeks as may be directed by you from the date of signing the agreement bond and carryout the work in strict accordance with the specifications and conditions of contract failing which I/We shall be liable for the forfeiture of the EMD in full and contract will be considered as cancelled.
3. I/We also agree that until the formal agreement is signed with SCCL, award letter together with tender document shall constitute the contract.
4. I/We have not been banned or delisted by any Government/Quasi Government Organisation.
5. I/We declare that we do not have any of our near relatives are employed as executive in civil engineering department of the Area of execution as mentioned elsewhere in the bid document.
6. I/We agree to pay the wages to the workmen employed by us on work as per the Minimum Wages Act in force from time to time by the Government.

SIGNATURE OF THE CONTRACTOR

Handwritten signature



THE SINGARENI COLLIERIES COMPANY LIMITED
(A Government Company)
Kothagudem Collieries – 507 101

Detailed Tender Notice

Online Tenders are invited through e-Procurement by the undersigned from the contractors of State/ Central Government departments or Public Sector Undertakings for the following work. Contractors who have carried out works of similar magnitude only need apply. The Tender has been published through e-Procurement and for details, please visit <https://tender.telangana.gov.in>. Prospecting bidders can seek clarifications from tender inviting authority w.r.t. bid document 48 hours before bid submission closing date.

Aspirant bidders can seek clarifications from tender inviting authority w.r.t. bid document 48 hours before bid submission closing date.

Tender Notice Number & Name of the work	Estimated Cost in Rs.	Earnest Money at the time of bidding	Period of completion
CRP/CVL/___/TN-_/20 -_/ dt. . .20 Construction of _____ _____ Area, _____ Dist., Telangana State.	Part 'A'	Rs.____ Lakhs	____ Months from the date of Mark-out.
	Part 'B'		
	Total		

I. PRE-QUALIFICATION PROCEDURE.

- Only those contractors/ firms who have experience in execution of similar magnitude of works shall be eligible. Documentary evidence obtained from State/ Central Government departments or Public Sector Undertakings clearly indicating financial year-wise amount of works/ prime item quantities executed by the tenderer with full details shall be uploaded online along with tender in statements I & II provided in tender document.
- The Tenderers have to show a value not less than Rs._____ on all civil works in any one financial year during the preceding ten financial years including current financial year (20 - to 20 -).
The cost of completed works of previous years shall be given weightage of 10 % per year (without compounding) to bring them to price level of current financial year , i.e., 20 -- .
- The agencies should also present experience of having executed the following quantities as prime items in any one financial year during the preceding ten financial years including current financial year (20 - to 20 -):
_____: _____ Cum
_____: _____ MT
- The bidder should have **available bid capacity more than the estimated contract value of Part-B**. The available bid capacity will be calculated as under.

2AN – B

where

A = Maximum value of civil works executed in any one year in preceding



ten financial years including current financial year.

N = Time period prescribed for the subject work in number of years

B = Updated value of all existing commitments during the contract period of the subject tender.

Price updation @10% per year (without compounding) shall be applied to turnover (A) & existing commitments (B) for each completed year to bring the same to current year price level.

Note: For this, bidder should furnish documentary proof established by either Chartered Accountant certificate clearly mentioning the turnover in Civil Engineering works only (duly supported with I.T. returns of the bidder) or from experience certificates obtained from clients and furnish details in Statement-III & IV given in tender document and upload the same while bidding.

5. In case of firms, they should submit the registered partnership deed and Registration Certificate issued by Registrar of firms. In case of Limited Company, Registration Certificate issued by Registrar of Companies, the Articles of Association etc., are also to be submitted.

6. **Criteria followed for selection of tenderer :**

Selection of tenderer among the lowest and equally quoted tenderers will be in the following order.

- d) The tenderer whose bid capacity is higher will be selected.
- e) In case the bid capacity is also same the tenderer whose annual turnover on all Civil works established by experience certificates will be preferred.
- f) Even if the criteria incidentally become the same, tenderer who establishes execution of more quantities of prime items will be considered for selection.

7. **E.M.D**

- i) The EMD shall be 2.50% of the estimated cost for performance of contract. Initial EMD (1% of estimated cost), as mentioned in the table above shall be paid online along with the tender using Net banking/ RTGS/ NEFT from their registered bank accounts (or) using Credit Card/ Debit Card as per the VISA/ MASTER Card guidelines (or) in the form of BG.
- ii) In case of bank guarantees, the instruments are to be drawn on any of the Public Sector Banks/ Private Banks incorporated in India having net worth of Rs. 5,000 Crores and above for the previous financial Year. The BG submitted as per the format enclosed at the end of the tender document should be valid for a minimum period of 120 days from the date of opening of technical bids. On the request of SCCL, the tenderers may have to extend the validity of BGs beyond 120 days till the tenders are finalized/ contract awarded.
- iii) The following are exempted from payment of initial EMD.
- (a) All Government undertakings.
- (b) Firms registered under Micro, Small and Medium Enterprises Development (MSMED) Act, State Industries Dept having appropriate National Industrial Classification Code/National Small-Scale Industries Corporation (NSSIC).

The bidders claiming exemption from payment of initial EMD shall ensure possessing National Industrial Classification Code of ___/ ___ in their MSME/NSSIC Registration Certificate and upload the scanned copy of documents in support of exemption during bid submission online.



In case of participation in tender as Joint Venture and willing to avail initial EMD exemption, all the individual partners of JV shall possess National Industrial Classification Code of ___/ ___ in their MSME/NSSIC Registration Certificate and shall upload proof of the same in support of exemption during bid submission online.

However, if they happened to be L1 & successful bidder, similar to all other bidders, they have to submit **total EMD (2½ % of estimated cost) as Performance Guarantee** in the form of FDR/BG in favour of SCCL.

- iv) Failure to upload requisite documents towards EMD or uploading of MSME registration under National Industrial Classification Code with reference to nature of the subject work/NSSIC as specified above, such bids will be summarily rejected and no correspondence will be entertained in this regard.
- v) If the successful tenderer has paid initial EMD of 1% online or through BG, the same shall be replaced with full EMD of 2½% for performance of the contract and to be paid in the form of DD/FDR/BG in favour of S.C.Co.Ltd at the time of executing the agreement

In case of Bank Guarantees, they are to be drawn on any Public Sector Banks/ Private Banks incorporated in India having net worth of Rs.5,000 Crores and above for the previous financial Year. In case the value of Bank Guarantee is amounting to Rs.5.00 lakh or above it should be obtained from/ operational for all purposes at their bank branches situated at Kothagudem/ Hyderabad. The BG towards 2½% EMD should be valid for a period of ___ **months** (i.e., period of completion plus defect liability period plus 3 months)

II. TENDERING PROCEDURE:

1. The tender shall be in two parts namely **Technical Bid** and **Price Bid**.

Technical Bid shall contain the documents in support of EMD, competence of the tenderer etc. All the documents shall be self attested by the bidder. A **check list** is provided in the end of the tender document. The bidders are expected to fill in the same and upload along with the tender for ensuring submission of all documents.

Price Bid is provided in 2 parts.

Part 'A' contains Schedule of quantities and rates for Cement & Steel to be issued by SCCL on Sale Invoice. Bidder is not allowed to quote for this and hence not uploaded on e-procurement. Bidders are requested to go through special clauses provided in Part 'A'

Part 'B' contains schedule of quantities and rates for other construction items and uploaded on e-procurement to enable the bidders to quote their uniform percentage on this.

Notwithstanding anything stated above, THE SINGARENI COLLIERIES COMPANY LIMITED reserves the right to assess the capability and capacity of intending tenderers to perform the contract.

2. The ceiling of tender premium shall be 5% for this work.
3. Percentage quoted by bidder shall not be disclosed before opening of price bid. Violation of such confidentiality will attract rejection of bid.
4. **DISCOUNT TENDERS & Additional FSD:**

In the event of discount tenders, which are less by (-) 25% of the estimated contract value of **Part 'B'**, a bank guarantee or demand draft/ FDR in favour of **S.C.Co.Ltd** for the difference between the tendered amount and 75% of the estimated contract value of Part 'B' should be paid as additional



- further security deposit by the successful bidder at the time of agreement.
5. The bidder shall scan and upload all the required documents/ certificates/ statements.
- Technical bid evaluation is solely based on the uploaded certificates. Clarification will be obtained in respect of uploaded documents only, if required.
- The bidder is liable to be disqualified and debarred, if false information is furnished in the forms/ statements/ certificates submitted in proof of qualification requirements and misled the company.
- If discrepancies are found even during the execution of work, the contract will be terminated duly forfeiting the security deposits. Further action will be taken as per Company procedures.
6. **e-Procurement Transaction Fee:**
- The participating bidder should pay e-procurement Transaction Fee @ 0.03% on the estimated contract value i.e. Part 'B' of the work subject to prevailing ceiling amounts along with GST online to TSTS.
- Further, successful bidder has to pay e-procurement corpus fund at 0.04% of Estimated Contract Value i.e. Part 'B' of the work subject to prevailing ceiling amounts to TSTS through online on e-procurement portal within a stipulated period.
- intimation will be sent to L1 bidder to submit originals of uploaded documents while bidding (which includes EMD instrument) and to pay e-procurement Corpus fund to TSTS authorities through online on e-procurement portal within a stipulated period
7. **Technical Bid** will be opened on the due date. The **Price Bid** of only those tenderers, who are found qualified in **Technical Bid**, will be opened after technical evaluation of the bids is completed. The date of opening of price bid mentioned is only indicative date. In case of any extension of last date for submission of bids/ date of opening of technical bids, suitable corrigendum will be published in the e-procurement platform.
8. **Dates for submission/ opening of bids:**
- | | | | |
|--|---|----------|----------|
| (a) Bid submission start date & time | : | ___.20__ | 04.00 PM |
| (b) Bid submission closing date & time | : | ___.20__ | 04.30 PM |
| (c) Technical bids opening date & time | : | ___.20__ | 05.00 PM |
| (d) Price bids opening date & time | : | ___.20__ | 04.30 PM |
9. The tenderer has to keep his tender valid for **120 days** from the date of opening of Technical Bid.
10. The successful tenderer shall submit self attested copy of GST registration certificate/ PAN card at the time of executing the agreement.
11. The successful tenderer (in case of individual Contractor/ Proprietary firm) at the time of executing the agreement has to mandatorily furnish the details of family members/ dependents including nomination for disbursement of pending bills/ amounts in case of his unfortunate death during tenure of the contract.

III. OTHER INFORMATION TO THE BIDDER:

1. If the contractor desires to submit sub-contracting experience, the same should be established by experience certificate from the same authorities of State/ Central Government departments or Public Sector Undertakings duly supported by agreement for sub-contract.
2. **Joint Venture (JV) participation:** Participation by Joint Venture (JV) is allowed (For works, with estimated cost on part-B is more than Rs.2 crore).



All the individual partners constituting a Joint Venture for the purpose of jointly participating in the bidding process for the subject tender should comply with criteria mentioned elsewhere in the tender document and submit the agreement as per the given proforma.

3. **Mobilisation Advance:** SCCL will provide interest bearing mobilisation advance of 10% (which is inclusive of GST) on awarded value of Part-B (For works, with estimated cost on part-B is more than Rs.5 crore) as per the terms and conditions mentioned elsewhere in the tender document.

SCCL will

4. **Price Adjustment Clause:** Price adjustment clause detailed elsewhere in the tender document is applicable for this work.

5. **Submission of original documents:**

The department will notify the successful bidder for submission of originals of uploaded documents for verification and to pay e-procurement Corpus fund to TSTS authorities through online on e-procurement portal.

If any successful bidder fails to submit the above i.e., original documents, proof of payment of e-procurement corpus fund to TSTS and 2.50% EMD within the stipulated time, they will be suspended from participating in the tenders on e-procurement for a period of **three years**, forfeiting EMD and debarring for one year from participating in SCCL tenders (Off line & outsourcing tenders also). If the bidder is a JV firm, above action will be taken against all the individual partners of JV.

6. The technical evaluation report will not be made available to the participants. It is solely the company's confidential document and the participants shall have no claim what so ever under any circumstances for the same.

7. **Conditional tenders will not be accepted.**

8. The undersigned reserves the right to accept any tender in full or in part or to reject any or all tenders without assigning reasons.

9. On award of the work, if the contractor fails to execute the work within the stipulated time, or fails to show substantial progress as per the programme submitted by contractor at the time of Agreement on various items of work given in schedule of quantities, the SCCL is at liberty to order the contractor to discontinue the work forthwith and terminate the work by imposing consequential penalties mentioned in the tender document.

General Manager (Civil)

Kothagudem,
Date: _____.____.20__



THE SINGARENI COLLIERIES COMPANY LIMITED.

(A Government Company)
KOTHAGUDEM COLLIERIES

NIT No.CRP/CVL/___/TN-_/20 -_/ dt.____

SPECIFICATIONS WITH SCHEDULE OF APPROXIMATE QUANTITIES FOR

**“Construction of _____
_____ Area, _____ Dist., Telangana State.”**

SCOPE OF THE WORK:

(Description and break-up details of major items)

NOTES:

1. Tenderers are expected to have previous experience of similar works executed and before quoting their rates they shall enquire and inspect the site of the proposed work, study the physical conditions prevailing at the site, sufficiency and means of transporting all materials, labour, plant, power, water and any other matters or things required in connection with the work. They should examine the quarries and satisfy themselves about the availability of hard quality materials. After acceptance of tender, no claims will be entertained for leads or for any other reasons, what-so-ever.
2. It shall be the responsibility of the Contractor to quote his rates considering the prevailing minimum wages for workmen and future enhancement of minimum wages by the Government while submitting his quotation. The Contractor is not entitled to claim any compensation from the Company due to enhancement of minimum wages during the subsistence of contract and its extended period.
3. The schedule of quantities in **Part-B** contains the Company's estimated rates for all the items based on **2021-22 SR** of SCCL, which includes materials cost, lead charges, labour charges etc., and contractor's profit and overheads (CPOH) (but excluding Seigniorage charges on quarry materials and GST on material) for all items. Seigniorage charges, **GST on Works Contract** are to SCCL account and payable as per the relevant clauses mentioned in this document. **The estimated rates provided in Part-A are fixed & tenderer is not allowed to quote any premium. The tenderer shall quote overall uniform percentage for Part 'B' of the work over the Company's estimated rates which shall be firm till completion of the work.**
4. **DISCOUNT TENDERS & Additional FSD:**
In the event of discount tenders, the tenderer should pay an additional further security deposit, as follows at the time of executing the agreement.
 - (i) Tenders up to 25% less than the estimated contract value of **Part 'B'** will be accepted without any additional further security deposit.
 - (ii) Tenders which are less by (-) 25% of the estimated contract value of **Part 'B'**, a bank guarantee or demand draft/ FDR in favour of S.C.Co.Ltd., for the difference between the tendered amount and 75% of the estimated contract value of Part 'B' should be paid as additional further security deposit. In case of Bank Guarantees, the instruments are to be drawn on any Public Sector Bank/Private Bank incorporated in India having networth of Rs.5,000 Crores and above for the previous financial year. (In case the value of Bank Guarantee is amounting to Rs.5.00 lakh or above, the same is to be obtained from/ operational for purposes at their bank branches situated at Kothagudem/ Hyderabad).
 - (iii) The additional further security deposit mentioned above will be released as below.
 - (a) On completion of 70% of monetary progress of work i.e., the recorded

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gross bill value is 70% (or more) of the tender contract value/ approved RE value of Part B then 50% of the AFSD submitted by the contractor shall be released.

- (b) Balance 50% of the AFSD submitted will be released on completion of the work in all respects and on certification by the Area Civil Engineer.

5. **Joint Venture (JV) clause:** Participation by Joint Venture (JV) is allowed for this work.

The individual partners constituting a Joint Venture for the purpose of jointly participating in the bidding process for the subject tender should comply with the **following criteria** and submit the agreement as per the given **proforma**.

- (i) Maximum number of partners in Joint Venture are restricted to Three (3). The lead partner should have minimum 51% share.
- (ii) No member of JV shall be member of another JV for bidding the same work and also shall not participate individually. All such bids will be disqualified.
- (iii) As per the proforma JV agreement, the first party shall be the lead member and only lead member is allowed to conduct all business for and on behalf of the JV during bidding process and during the execution of the contract. Bid participation on e-procurement and payment of part EMD along with bid can be paid in the name of JV or any partner of the JV on behalf of the JV. However, if the JV stands L1 and work is awarded, GST registration, PAN is to be obtained in the name of JV for carrying out the work and total EMD is to be submitted in the name of JV or by any partner of the JV in their individual entity in which case undertaking by all the individual partners of Joint Venture firm shall be submitted duly signed, as below;
- (a) "The individual partners of JV do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and abide in accordance with the terms of the Bid Documents and the Contract to be entered into with the Employer".
- (b) "Any consequential damages or losses occurred on account of submission of 2.5% EMD BG by any one partner of JV in their individual entity, the same will be borne by the joint venture".
- (iv) A minimum of 40% of the financial turnover on civil works specified in NIT is to be established by the lead partner and a minimum of 10% each by other partners. All the partners together shall establish 100% turnover.
- (v) Similarly a minimum of 40% prime item quantities mentioned in NIT are to be established by the lead partner. All the partners together shall establish 100%.
- (vi) Available bid capacity of the bid will be evaluated considering financial turnover and existing commitments of all partners put together. For this, all the partners of JV should upload documentary proof with respect to their individual financial turnover and existing commitments duly filling details in the statements III & IV separately.

6. **Mobilisation advance:** Mobilisation advance is applicable for this work. (For works, with estimated cost on part-B is more than Rs.5 crore)

- (i) SCCL will provide interest bearing mobilisation advance of 10% (which is inclusive of GST) on awarded value of Part-B against submission of the bank guarantee in the prescribed format. The instruments are to be drawn on any of the Public Sector Banks/ Private Banks incorporated in India having net worth of Rs. 5,000 Crores and above for the previous financial Year and should be obtained from/ operational for all purposes at their bank branches situated at Kothagudem/Hyderabad.



- (ii) Mobilisation Advance will be provided in two installments @ 5% for labour mobilization and 5% for machinery & equipment. 1st installment of 5% towards labour mobilization will be paid on executing the agreement against submission of requisite Bank Guarantee. Second installment of 5% towards procuring machinery & equipment will be provided within 9 months period from the date of executing the agreement and on requisition of the contractor against submission of necessary Bank Guarantee. The value of machinery & equipment procured and brought to the site assessed towards utilization of amount paid @ 100% for new machinery and 50% of the cost for old machinery and in working condition and shall be equivalent to 5% of the contract amount.
- (iii) Should the contractor misappropriate any portion of the advance loan, it shall become due to the Engineer-in-charge and payable immediately in one lump sum by the contractor and no further loan will be considered.
- (iv) Interest on mobilization advance will be charged at cash credit rate of SCCL from time to time+1% (towards SCCL's operational charges) (Interest is compounded on monthly basis).
- (v) Bank guarantee shall be submitted for a value of 115% of the mobilization advance. The bank guarantee shall be submitted in the form of split bank guarantees and the same shall be released as and when equivalent amount of advance recovered from the running bills of the contractor.
- (vi) The principle amount of mobilization advance is recoverable from the 2nd running bill onwards @ 10% of the mobilization advance or 15% of the gross amount of the respective running bill, whichever is higher, along with interest accrued till the date of recovery.
- (vii) For the purpose of calculation of the interest accrued on mobilization advance, actual date of payment of running bill of the contractor shall be considered.

5. **PRICE ADJUSTMENT CLAUSE:** The Price Adjustment Clause **is applicable** to the Part 'B' of the work only as per the formulae given below:

(i) **Adjustment clause for POL component:**

Price adjustment for increase or decrease in respect of fuel shall be paid in accordance with the following formula.

$$Vf = 0.85 \times Pf / 100 \times R \times (Fi - Fo) / Fo$$

Where

Vf = Increase or decrease in the cost of the work done during the month under consideration due to changes in the rates for POL.

Pf = Percentage of POL component of the work shall be 15%.

Fo = Retail sale Price of High Speed Diesel (HSD) at the existing consumer pumps in the Area on the date of NIT.

Fi = Retail sale Price of High Speed Diesel (HSD) at the existing consumer pumps in the Area on the 15th day of the month under consideration.

R = Value of work executed under **Part B** during the month under consideration.

(ii) **Adjustment clause for all other materials component:**

$$Vc = 0.85 \times Pm / 100 \times R \times (Mi - Mo) / Mo$$

Where

Vc = Increase or decrease of the cost of the work done during the period under consideration due to changes in the rates for all other materials.

Pm = Percentage of all other materials component of the work.



Mo = The Average Wholesale Price Index for all commodities as published by Office of Economic Advisor, Ministry of Commerce & Industry, GOI on the date of NIT.

Mi = The Average Wholesale Price Index for all commodities as published by Office of Economic Advisor, Ministry of Commerce & Industry, GOI for the month under consideration.

R = Value of work executed under **Part B** during the month under consideration.

(iii) **Adjustment clause for Cement component:**

Price adjustment for increase or decrease in the cost of Cement procured by the contractor shall be paid in accordance with the following formula.

$$Vc = 1.00 \times Pc / 100 \times R \times (Ci - Co) / Co$$

Where

Vc = Increase or decrease in the cost of the work done during the month under consideration due to changes in the rates of Cement.

Pc = Percentage of Cement component of the work based on cost of cement procured during the month.

Co = Rate of Cement considered in the estimate for the work without CPOH.

Ci = Rate of Cement recommended by Sub-Committee of Telangana State Government without CPOH for the month under consideration.

R = Value of work executed under **Part B** during the month under consideration.

(iv) **Adjustment clause for Steel component:**

Price adjustment for increase or decrease in the cost of steel procured by the contractor shall be paid in accordance with the following formula.

$$Vs = 1.00 \times Ps / 100 \times R \times (Si - So) / So$$

Where

Ps = Percentage of Steel component of the work based on cost of steel procured during the month.

Vs = Increase or decrease in the cost of the work done during the month under consideration due to changes in the rates of steel.

So = Rate of Steel considered in the estimate for the work without CPOH.

Si = Rate of Steel recommended by Sub-Committee of Telangana State Government without CPOH for the month under consideration.

R = Value of work executed under **Part B** during the month under consideration.

(v) **Adjustment clause for Bitumen component:**

Price adjustment for increase or decrease in the cost of bitumen procured by the contractor shall be paid in accordance with the following formula.

$$Vb = 1.00 \times Pb / 100 \times R \times (Bi - Bo) / Bo$$

Where

Vb = Increase or decrease in the cost of the work done during the month under consideration due to changes in the rates for Bitumen.

Pb = Percentage of Bitumen component of the work based on cost of bitumen procured during the month.

Bo = Rate of Bitumen considered in the estimate for the work without CPOH.

Bi = The basic Price of Bitumen without taxes at the nearest Refinery on the 15th day of the month under consideration.

R = Value of work executed under **Part B** during the month under consideration.



(vi) **Adjustment clause for Labour component:**

Price adjustment for increase or decrease in the cost of labour component shall be paid in accordance with the following formula.

$$VL = 0.85 \times PL / 100 \times R \times (Li - Lo) / Lo$$

Where

VL = Increase or decrease in the cost of the work done during the month under consideration due to changes in the rates of Labour.

PL = Percentage of Labour component of the work.

Lo = All India consumer price index for industrial workers on the date of NIT.

Li = All India consumer price index for industrial workers on the 15th day of the month under consideration.

R = Value of work executed under **Part B** during the month under consideration.

(vii) **Adjustment clause for pipes as per requirement**

To be obtained from O/o GM(Civil) with updated rates for each tender.

R, i.e., Value of work executed under **Part B** shall exclude Seigniorage charges, Taxes and all other overhead charges and Contractor's profit considered in the sanctioned estimate.

Price adjustment will be applied only where variation in rates is more than 5% for the month. Thus if the price excess is 10%, payment will be made only to the extent of 5% (10%-5%). The same procedure applies even for decrease in price.

For example, Mo in numerator shall be considered as

1.05 x Average WPI for all commodities on date of NIT, if $M_i > M_o$,

0.95 x Average WPI for all commodities on date of NIT, if $M_i < M_o$

The weightages for different components taken together including those for which price adjustment is not eligible shall not exceed 100%.

Price adjustment clause is applicable for work executed in original agreement period and period extended due to delay attributable to SCCL or on account of force majeure conditions. Price adjustment is not applicable for period extended due to reasons attributable to the contractor.

Price adjustment amount will be arrived month wise. For this purpose, value of the work bill is to be divided month wise based on actual components of items of works carried out during the month under consideration. Actual components of items also include total supply quantities of items like cement, steel etc., if they are provided as separate line items in tender. Month of consideration will be month of procurement of items.

6. **Defect liability period:** Defect liability period for this work is **TWO YEARS**.

7. **Near relatives' clause:** Contractors shall not be eligible for works in the administrative Areas of SCCL where any of his near relatives are employed as executive in civil engineering department of the Area of execution. Contractor shall give an undertaking in this regard while bidding.

Near relatives include

i) Sons, stepsons, daughters, and stepdaughters.

ii) Son-in-law and daughter-in-law.

iii) Brother-in-law and sister-in-law.

iv) Brothers and Sisters.

v) Father and Mother.

vi) Wife / Husband.

vii) Father-in-law and Mother-in-law

viii) Nephews, nieces, uncle and aunts

ix) Cousins and

x) Any person residing with or dependent on the contractor.



8. Incomplete tenders will be rejected out-right and no further representation in this regard will be entertained.
9. The tenderer has to keep his tender valid for 120 days from the date of the opening the technical bids.
10. The quantities given in the tender schedule are approximate and no claims will be entertained at a later date for any variations in the quantities of different items of work for completion of the work.
11. Andhra Pradesh detailed standard specifications (A.P.D.S.S.), MORT&H and Company's schedule of rates together with the specifications attached there to will be applicable, in respect of technical specifications.
12. In addition to the condition specified herein, all other conditions will be as per General Conditions of contract of the Singareni Collieries Company Limited in force, and the same forms part of the contract.
13. SCCL does not have any quarry lease for Stone/Metal/Sand etc., It is the contractor's responsibility to get necessary permits directly from the Government and procure the materials of good quality as approved by the Department.
14. The quoted offer must include all leads for water, which has to be arranged by the contractor at his own cost. If water is supplied by the company, cost will be recovered as per the Company's tariff prevailing from time to time.
15. **TAXES AND SEIGNIORAGE CHARGES:**

(i) **GOODS AND SERVICES TAX (GST)**

- (a) The estimated rates (SR Rates) are exclusive of Goods and Services tax (GST) on purchase of material. GST on works contract is payable on extra basis.
- (b) Rate of GST: This work attracts GST @ **18%**.
- (c) The successful tenderer shall submit his GST registration certificate while executing the agreement.
- (d) 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
- (e) 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.
- (f) The contractor shall raise GST invoice as per the GST Act. The contractor shall upload the invoice so raised in to the GSTN portal by 10th of subsequent month and file a valid return for the month. If the contractor fails to do so, the GST portion of the invoice will be recovered from the next invoice raised by him for the subsequent period and the contractor is liable to reimburse loss incurred by SCCL in this regard.

The final bill of the contractor will be released only after ensuring the compliances under GST Act like uploading the invoices and filing the required returns etc., by the contractor.

- (g) In case, any credit, refund or other benefit is denied or delayed to SCCL due to any non-compliance by the Contractor (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 Contractor, the Contractor would reimburse SCCL the loss to SCCL including, but not limited to, the tax loss, interest and penalty.



- (h) Recovery of any claim towards LD charges, penalty, fee, fine or any other charges from the contractor/ vendor will be made along with the applicable GST and the amount shall be adjusted with the payment to be made to the contractor/ vendor against their bill/ invoice or any other dues. However, Earnest Money/ Performance security forfeited is treated as inclusive of GST.
- (ii) **Seigniorage charges, permit fee, DMFT and SMET**
- (a) The Seigniorage charges on minerals applicable as on date is given below. These seigniorage charges are not added in the tender rates. SCCL proposes to pay seigniorage charges on the material.
- (b) In addition to the above, contribution to District Mineral Foundation Trust (DMFT) @ 30% of seigniorage fee and to State Mineral Exploration Trust (SMET) @ 2% of seigniorage fee are payable to the Government. SCCL proposes to pay these components over and above seigniorage charges on minor minerals consumed in the work.
- (c) Permit fee at the rate of 0.8 times of seigniorage fee for all minor minerals except Colour Granite, Black Granite & Ordinary Sand and at the rate of 0.4 times of Seigniorage fee for Colour Granite and Black Granite is payable to the Government. SCCL proposes to pay this component over and above seigniorage charges on minor minerals consumed in the work.
- (d) SCCL remits the Seigniorage charges, DMFT & SMET and permit fee, to the Government. If contractor submits documentary evidence of having paid seigniorage charges, DMFT & SMET and permit fee on the material procured, the same will be reimbursed to the contractor. But penalties imposed by Government on the contractor in sourcing of minor minerals due to violation of any statute provision or any other reason will be to the account of contractor only and under no circumstances will be reimbursed by SCCL.

RATES OF SEIGNIORAGE FEE AS PER GO Ms. No.18, Dated:
31.03.2022

Sl. No	Name of the Minor Mineral	Rate of Seigniorage Fee per Metric Tonne (MT) (In Rupees)	
1.	Building Stone, Rough Stone/Boulders, Road Metal, Ballast and Manufactured Sand (M-Sand)	65.00	
2.	Dimensional stone used for Kerbs & Cubes	130.00	
3.	Marble	130.00	
4.	Murram/Gravel & Ordinary earth	20.00	
5.	Ordinary sand	27.00	
6.	Shale/Slate	195.00	
GRANITE useful for cutting and polishing (Rates for Cubic Metre)			
i) Black granite			
	a) Gangsaw above 270 x above 150 CM	1361.00/MT	3900.00/M ³
	b) Below Gangsaw	1043.00/MT	2990.00/M ³
ii) Colour granite			
	a) Gangsaw above 270 x above 150 CM	1128.00/MT	2990.00/M ³



- | | | |
|------------------|-----------|------------------------|
| b) Below Gangsaw | 980.00/MT | 2600.00/M ³ |
|------------------|-----------|------------------------|
- (iii) Except those taxes mentioned above all other taxes and duties shall be deemed to have been included in the margin quoted by the contractor on ECV and no separate payment is entertained on this count.
- (iv) **Variation in taxes and duties.**
- (a) Any variation in taxes i.e., introduction of new taxes and duties / withdrawal of existing taxes and duties or increase or decrease in the rate of applicable taxes and duties, withdrawal/ issue of exemptions from taxes after the scheduled date of submission of tenders and during the currency of the contract are to SCCL's Account.
- (b) In case of extension of contract period with penalty, any upward revision in the applicable rate of tax or introduction of new tax shall be to the contractors account only. But the withdrawal of existing tax or downward revision of applicable rate in respect of any existing tax shall accrue to SCCL during the above extension period with penalty.
- (c) The changes in the applicable taxes would be notified by SCCL from time to time and the contractor shall approach the concerned Area Civil/F&A dept for any information on the changes in the tax structure after the award of the work and discharge their tax liabilities in consultation with SCCL accordingly.

16. Derived rates and Data Rates:

During execution, it may be required to execute extra items which are not provided in the contract, besides quantity variations in the items provided in the contract.

For quantity variations, same tender rates including awarded tender premium of the work are applicable.

For extra items, rates are sourced from company SR or state government SoR (such rates are called Derived Rates) and awarded tender premium of the work is applied to the rates for payment. Here, rates of SR/SoR of that year based on which the tenders were called are considered.

If the items for which rates are not fully available in company SR or state government SoR, then data rates are worked out based on the prevailing SR/SoR rates and prevailing market rates for missing components. Here, actual working rate duly adding contractor's profit & overheads element, as approved by GM (Civil) will be considered. For these items awarded tender premium of the work is not applicable.

17. CEMENT AND STEEL:

- (i) Cement and steel (reinforcement steel/ structural steel) will be issued by SCCL on **Sale Invoice** to the contractors at SCCL Area stores unless otherwise specified in BOQ.
- (ii) The rates provided for cement & steel in the price bid are net of taxes. At the time of recovery of sale amount from the contractor, the amount as per the Tax Invoice based on SR Rate with applicable taxes will be recovered from the contractor. The contractor can claim ITC against the taxes mentioned in the Tax Invoice issued by SCCL.
- (iii) Surplus materials/unused materials if any are available at site after completion of the work, the contractor has to return the same to the departmental stores in good condition through return Purchase Order.
- (iv) In case of shortage of cement/steel in Company's stores, on request of the contractor, he will be allowed to procure the same from market as per the grades and brands approved by the Company with prior approval of the competent authority.
- Payment will be made for such procurement as per the state government GO rates as on date of procurement duly adding prevailing Contractors



Profits and Over Heads (CPOH) component. Tender premium will not be operated on these rates.

- (v) In the event of procurement of cement and steel from market by the contractor, the material should conform to relevant IS codes. Necessary test certificate for each consignment is to be produced to the Engineer-in-charge.

STEEL: SAIL/TISCO/RINL/Jindal. Necessary test certificate for each consignment is to be produced to the Engineer-in-charge.

If any steel item is not available from above manufacturers (to be established by the contractor), approval of GM(Civil) shall be obtained for procuring the same from alternative reputed manufacturers duly conforming to given IS specifications.

(a) GUIDELINES FOR ISSUE AND HANDLING OF STORE MATERIALS:

- (i) Cement & Steel will be issued at SCCL Area Stores and contractor has to make his own arrangements to draw the material and transport them to work site. Transportation charges as per SR rates will be paid extra. The Contractor is responsible to transport the drawn store material to work site and store the material in the designated godown and safeguard the material till used on the work.
- (ii) Before commencement of the work, contractor has to get approval from Engineer-in-Charge in respect of location for construction of godown.
- (iii) Necessary cement register is to be maintained by the contractor and always kept at cement godown OR near site office of the work. The cement register shall be made available for verification by the concerned authorities.
- (iv) It is absolute responsibility of the contractor to use the entire cement & steel drawn for the work for which it is intended and balance unused cement & steel, if any shall be returned to Stores.
- (v) Any misuse of cement & steel by the Contractor in the transit from SCCL Area Stores to work site/ cement godown or pilferage of cement & steel from the godown (whether the material are supplied by SCCL or procured by the contractor from market) entails not only penal recoveries given below, but also debaring for a period of two years from participating of tenders in SCCL including Unit Rate System tenders. The contractor will be **blacklisted if the same is repeated.**
- (a) Penal recovery at one time of invoice rate, if material is recovered in useful condition
- (b) Penal recovery at 2 times of invoice rate, if material is not recovered/ recovered in non-useful condition.

(b) ALLOWABLE WASTAGES & PENAL RECOVERIES FOR CEMENT AND STEEL:

Wastage in respect of Cement is not allowed. Wastage up to 3% in respect of Reinforcement/Structural Steel is permissible without imposing penal recoveries.

Penal recoveries in case of excess wastage are detailed hereunder.

<u>A</u>		<u>Cement</u>	<u>Penal rates of recovery (in addition to original Sale Invoice cost)</u>
	i)	For wastage	One time penal recovery @ Sale Invoice rate.
<u>B</u>		<u>Reinforcement/ Structural Steel</u>	<u>Penal rates of recovery (in addition to original Sale Invoice cost)</u>



i)	For wastage up to 3%.	NIL, if scrap is returned to stores. One time penal recovery @ Sale Invoice rate, if scrap is not returned to stores.
iii)	For excess wastage beyond 3%.	One time penal recovery @ Sale Invoice rate if scrap is returned to stores. Two times penal recovery @ Sale Invoice rate if scrap is not returned to stores.

18. OTHER MATERIAL:

- (i) The quantities given in the schedule are tentative and the contractors are required to procure the material in phases as per the requirement of the work and as directed by the Engineer-in-charge.
- (ii) The materials are to be purchased by the contractor only in conformation to relevant IS codes/ makes and as given elsewhere in this document.
- (iii) It shall be the responsibility of the contractor to arrange for testing of all the materials procured for the works under each consignment or at regular intervals as directed by Engineer- in-charge at his cost and only after the Engineer-in-charge is satisfied fully with the test results, the materials shall be allowed to be utilised in the work. The contractor shall maintain a record of test results for inspection of the Engineer-in-charge.
- (iv) All materials procured will be paid as per actual reconciliation/ usage on work.
No wastage will be allowed. The unused materials will have to be taken away by the contractor.

19. Part Rates for Key material procured for construction

- (i) Key construction materials like cement, steel, Pipes, doors/windows, roof sheets, tiles, other sanitary/water supply material, electrical material etc., required for the work as provided in the tender shall be procured and supplied by the Contractor.
- (ii) If separate items are available in tender for supply of material such as cement and steel, 90% of tender rate or 90% of actual procurement rate (as per invoices) whichever is less will be released on receipt of material at site and the balance rate totaling to approved tender rate will be released after the material is used on the work.
- (iii) If combined item is available in tender for supply and fixing of material such as pipelines, doors/windows, roof sheets, tiles, other sanitary/water supply material, 75% of the rate considered for material component in data rates (to be obtained from O/o GM (Civil)) factoring tender premium will be released on receipt of material at site, and the balance rate totaling to approved tender rate for the combined item will be released after the material is used on the work.
- (iv) Above key construction materials should be procured in consignments duly assessing the site requirement and depending on the progress of the work but not merely going by the quantity provided in the tender. Any unused material in the work shall be taken away by the contractor and final payments will be limited to the material actually used in the work.
- (v) Part payment shall not be paid for items like earth, gravel, sand, metal, stone, bricks, GSB, WMM, bitumen etc.
- (vi) The contractor is responsible for safe custody of all material for which part payment is made. He should give undertaking to this effect in the bill.

20. Construction machinery:

The contractor should arrange his own construction machinery such as Rollers, Mixers, concrete vibrator and other required plants, tools and implements. The required Diesel/Electric operated machinery should be arranged by the Contractor himself. However, on the request of the contractor, the machinery of



SCCL will be made available subject to the availability & sparability on chargeable basis as per the rates provided in SCCL SR in vogue / relevant State Government SoR.

21. **Safety Requirement:**

Contractor shall strictly follow the following IS codes and other applicable safety codes in the execution of the work.

- | | |
|--|-----------|
| (i) Excavation Works | IS:3764 |
| (ii) Scaffolds and Ladders | IS:3696 |
| (iii) Erection of Structural Steel | IS:7205 |
| (iv) Safety during Additional Constructions/Alterations to Existing Buildings. | IS: 13430 |
| (v) Floor/Wall Openings and Railings | IS: 4912 |
| (vi) Demolition of Buildings | IS: 4103 |

In addition to the above, the following guidelines are to be complied from safety point of view to the workmen.

- (i) Contractor shall strictly follow all relevant safety codes to comply with the CMR-2017 in execution of works related to construction/ maintenance of industrial structures at mines, workshops, CHPs etc.
- (ii) The contractor shall deploy suitable technical staff for execution of work as per the requirement given elsewhere in this tender document. Among them, an experienced supervisor to be present at site 100% of the time to ensure compliance to the rules and safety procedures by the workers from the time of mobilization for work to the time last worker leaves the workplace.
- (iii) Before starting the work, contractor shall discuss with concerned executing authorities and write down work specific Safe Operating Procedures (SOPs) and Safety Plan for the work and shall make all the arrangements required for ensuring safety aspects.
- (iv) For the works at mines, Manager /Safety Officer are to be informed about the activity to be performed and obtain their clearances in writing everyday (work permit).
- (v) For the works to be executed within the operational/ active area/ within the premises of UG/ OCP Mines, MVTC trained & certified workmen (as per the training module given elsewhere in this tender document) only are to be deployed.
- (vi) Safety talks on DOs & DONTs while working at heights should be briefed by contractor/ contractor's representative before commencement of work regularly.
- (vii) Every workmen deployed on the work shall have medical fitness certificate from Competent Authority.
- (viii) Every worker to be deployed for working at height shall be ensured for physical and mental fitness, which shall include general fitness and freedom from epilepsy, high blood pressure, obesity and vertigo.
- (ix) Workmen in drunken condition shall not be allowed in the work/ work premises.
- (x) All the workmen are to be provided with PPE such as helmets, safety belts having two hooks, shoes, safety net etc.
- (xi) None of the workmen are permitted to carry electronic gadgets like mobiles, earphones, Bluetooth etc. A mechanism has to be developed to collect all such gadgets by the Contractor's Supervisor before commencement of the work at heights.
- (xii) Area under the roof should be vacated, underneath area to be barricaded



and strict supervision should be made that nobody enters the surroundings.

- (xiii) Proper means of access to be ensured for all works at height.
- (xiv) Adequate Safety signage / caution boards on dos & don'ts are conspicuously to be displayed for alerting personnel about imminent hazards.
- (xv) Safety net shall invariably be used beneath the working area by tying with suitable ropes to firm supports. Safety net made of preferable material shall be used.
- (xvi) Before starting the day's work, the site shall be inspected by the contractor or his authorised site in-charge along with executing officer for ensuring compliance of all safety aspects. 100% Supervision of all height jobs is to be ensured.
- (xvii) Workers should not be allowed on the roof at the time of high wind, rain and when lightning striking, inclement weather or insufficient light.
- (xviii) All the workmen deployed in the work shall be insured suitably to comply with the provisions of Employee Compensation Act. In case of any causality/accident, the Contractor is entirely responsible for it including compensation that may arise of the incident.
- (xix) Statutory guidelines are to be complied with in consultation with the concerned authorities.
- (xx) The deployed contractor's workmen should be mentally sound, physically fit, polite, cordial, positive, efficient, well behaved while handling the assigned work.
- (xxi) The contractor shall ensure proper conduct of his workmen in work premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work etc.
- (xxii) The Engineer-in-charge shall have the right to ask the contractor to replace any workman of the contractor who in his opinion is undesirable.

22. **LIST OF IS CODES:**

Works shall be carried out in accordance with the relevant IS codes (Latest Revisions), some of which are mentioned below.

GENERAL

- (i) Measurement of Building and Civil Engineering works IS: 1200
- (ii) Stacking and Storage of Construction Materials and Components at Site IS: 4082

CONCRETE

- (i) Code of practice for Plain and Reinforced concrete IS: 456
- (ii) Concrete Mix Design IS: 10262
- (iii) Ordinary Portland Cement IS: 269
- (iv) Coarse and Fine Aggregates for Concrete IS: 383
- (v) Method of Tests for Aggregates for Concrete IS: 2386
- (vi) Methods of Tests for Strength of Concrete IS: 516
- (vii) Methods of Non-destructive Testing of Concrete IS: 13311
- (viii) Mild and Medium Tensile Steel Bars IS: 432
- (ix) High Yield Strength Deformed Steel Bars IS: 1786
- (x) Bending and Fixing of Bars for Concrete Reinforcement IS: 2502
- (xi) Detailing of Reinforcement in RCC works IS: 5525
- (xii) Ductile Detailing of RCC Structures Subjected to Seismic IS: 13920



Forces

STRUCTURAL STEEL

- | | |
|---|----------|
| (i) Code of Practice for General Construction in Steel. | IS: 800 |
| (ii) Standard for Structural Steel | IS: 2062 |
| (iii) Rolled steel Beams, Channels and Angle sections | IS: 808 |
| (iv) Steel Plates | IS: 1730 |
| (v) Steel Tubes | IS: 1161 |

MASONRY AND CONSTRUCTION COMPONENTS

- | | |
|---|-----------|
| (i) Construction of Stone Masonry | IS: 1597 |
| (ii) Brick Works | IS: 2212 |
| (iii) Fly Ash Bricks | IS: 12894 |
| (iv) Cement Bonded Particle Boards | IS: 14276 |
| (v) Prelaminated particle boards | IS: 12823 |
| (vi) Gypsum Plaster Boards | IS: 2095 |
| (vii) Steel Door Frames | IS: 4351 |
| (viii) Steel Doors, Windows and Ventilators | IS: 1038 |
| (ix) Steel Bars: Round and Square | IS: 1732 |
| (x) Flush Door Shutters | IS: 2202 |
| (xi) Galvanised Steel Sheets | IS: 277 |

WATER SUPPLY AND PLUMBING

- | | |
|-----------------------------------|------------------|
| (i) Water Supply in Buildings | IS: 2065 |
| (ii) Building Drainage | IS: 1742 |
| (iii) AC Pipes | IS: 1592 |
| (iv) HDPE Pipes | IS: 4984 |
| (v) GI/MS Pipes | IS:
1239/3589 |
| (vi) PSC Pipes | IS: 784 |
| (vii) DI Pipes | IS: 8329 |
| (viii) DI Fittings | IS: 9523 |
| (ix) CPVC Pipes | IS: 15778 |
| (x) Sluice Valves | IS: 14846 |
| (xi) SWR Pipes | IS: 13592 |
| (xii) SWG Pipes and Fittings | IS: 651 |
| (xiii) CI Pipes | IS: 1536 |
| (xiv) Concrete Pipes | IS: 458 |
| (xv) Vitreous Sanitary Appliances | IS: 2556 |

OTHERS

- | | |
|---------------------------------|----------|
| (i) Paving Bitumen | IS: 73 |
| (ii) GI Barbed Wire for Fencing | IS: 278 |
| (iii) GI Chain Link Mesh | IS: 2721 |

23. PHOTOGRAPHS OF WORKS:

The Contractor shall submit three sets of the prints of size 5"x7" with soft copy of the photographs to SCCL at following stages of work.

- (i) Before starting the work
- (ii) During execution at various stages of work
- (iii) Completion before handing over.

**24 OTHER CONDITIONS:****(i) WATER:**

The contractor is supposed to have his own arrangements for water required at site for construction and his labour camps. But, in case other sources are not available and only company source is available at site, water will be provided by the company at the request of the contractor on chargeable basis at prevailing tariff. Further the cost of arrangements to draw water shall be to the account of the contractor.

(ii) ELECTRICITY:

(only appropriate condition is to be included in bid document)

Contractor shall make his own arrangements for electricity required at construction site as well as for labour camps duly following all applicable statutory permissions & safety precautions.

OR

Electricity will be provided free of cost with certain conditions on arrangements & safety.

- Electricity will be provided at one place. In such cases,
- The Contractor has to make his own arrangements for distribution of power supply with safety precautions from main power supply given by SCCL authorities for the intended use.
- Energy meter is to be installed by the contractor to draw the company's electricity & for accountability.
- Shall use strictly energy efficient electrical equipment (like LED lights, motors etc.) while carrying out the construction works.
- Electrical works to be taken up by competent persons only under the supervision of Electrical supervisor.
- SCCL is not responsible for any electrical accidents/ incidents occurred while carrying out the works by the Contractor.
- Power supply with single Phase (230V), be supplied through 2 Pole RCBO (Residual current Circuit Breaker with Overload tripping)
- Power supply with three Phase (440V), be supplied through 4 Pole RCBO
- No bare or open joints should be there in the cables
- Proper industrial sockets of required capacity have to be used
- Equipment should be properly earthed
- For excess consumption, penal recovery as decided by the issuing authority will be made in the bills.

(ii) CLEARING SITE:

Clearing the site, taking mark-out, marking center lines, construction of masonry pillars, for bench mark and mark-out etc., shall be done by the contractor at his own cost.

Final clearance of the site, road ways shall be done by the contractor at his own cost. Even during the construction the site shall be kept reasonably clean and orderly and accessible for inspection. Proper approaches and ladders shall be provided by the Contractor for the inspection by the Engineers of SCCL and others nominated by them.

(iii) INSPECTION:

In addition to the normal inspection by the regular staff in-charge of the



work, the work will also be inspected by any person authorized by SCCL. In case of sub-standard work or excess payment are noticed with reference to the measurement books during the inspection, the recoveries will be ordered based on their observations and these will be effected by the Engineer- in-charge of the work.

(iv) **INJURIES DUE TO ACCIDENTS:**

The Contractor shall at all times indemnify the SCCL against all claims which may be under the Employees compensation Act or any statutory modification thereof for the rules of the compensation payable in consequence of any accident or any injury sustained by any workmen and engaged in the performance of business relating to this contract. In all cases of personal injury to workmen employed by contractor on this work, the contractor is liable to pay compensation under Employees compensation Act.

(v) **CONTRACTOR'S REPRESENTATIVE:**

The contractor shall be available at all times while the work is in progress. In his absence, he shall make his authorized representative available at site to receive instructions from department staff and to get the work executed as per the contract terms. The representative of the contractor shall possess Power of Attorney if he is entrusted with drawing of company's material and signing on Measurement Books/ bills.

The contractor shall at places indicated elsewhere, furnish details of number of Engineers proposed to be deputed for the project with their names, educational qualifications, number of years of experience in the field etc. The Engineers shall be constantly in attendance during the currency of the contract.

Weekly progress reports in proper format approved by the Engineer- in-charge shall be furnished by the Contractor as directed. He shall keep site order book available to the departmental staff always for instructions to be carried out.

(vi) **EMPLOYMENT OF TECHNICAL STAFF:**

- (a) The contractor shall employ the following minimum technical staff for execution of the work.

Rs.15 L to Rs.50 L	:	1 Diploma Holder
Rs.50 L to Rs.2 Cr	:	1 Degree Holder
Rs.2 Cr to Rs.5Cr	:	1 Experienced Residential Engineer (Degree) + 1 Diploma Holder
Rs.5 Cr to Rs.10Cr	:	1 Experienced Residential Engineer (Degree) + 2 Diploma Holders
Above Rs.10Cr	:	1 Experienced Residential Engineer (Degree) + 1 Degree Holder + 1 Diploma Holder

- (b) The contractor shall furnish names of the technical staff along with documents in support of their qualification and experience to the Area civil engineer.
- (c) The technical staff should be on full time and shall be available at site to take instructions from departmental engineers from time to time.
- (d) If the contractor fails to engage the required technical staff, an amount calculated at 2 times the relevant SR rates will be recovered.

(vii) **SUB - CONTRACTING:**

The Contractor shall not sub-contract part/ whole of the work. However he can get the major items supplied and obtain services by engaging specialist agencies with the prior consent of the SCCL. Any such consent however,



shall not relieve any of his obligations, duties and responsibilities under the contract. In any case, payments as per order terms will be made to the original contractor only.

(viii) **QUALITY OF WORKS:**

- (a) The contractor should ensure for the provision of all requirements as per the Indian Standard Codal provisions for good workmanship, engagement of skilled labour, artisans etc., for execution of the work. He should follow good civil engineering practices to ensure the quality of work as per the provisions of APDSS, MORT&H and other relevant standards. All the quarried materials for concrete and other works should be as specified and approved by Engineer-in-charge and also building materials procured by the Contractor should be as specified with respect to their source of supply and as per relevant BIS.
- (b) It shall be the responsibility of the contractor to arrange for testing of all the materials procured for the works under each consignment or at regular intervals as per provisions of APDSS or as directed by Engineer-in-charge at his cost and only after the Engineer-in-charge is satisfied fully with the test results, the materials shall be allowed to be used in the work. The contractor shall maintain a record of test results for inspection of the Engineer-in-charge.
- (c) All the laboratory tests (as per BIS codes of practice) like concrete cube tests, material tests, concrete design mixes etc., and tests on embankment/ sub-grade/ sub base/ base courses of road construction should be done at Contractor's own cost. The sampling and testing will be approved by the SCCL and a record in this regard is to be maintained at the project site and one copy of the same is to be submitted to the Engineer-in-charge. The cost of undertaking all the required tests is deemed to be included in the rates quoted by the Contractor.
- (d) Mix designs for different grades of concrete, job mix formulae for BT mixes/GSB/ WMM/Blanket material etc. are to be got done before execution of the work at government institutions/ SCCL approved laboratories at contractor's cost. Lab /field tests such as concrete cube tests, grading of aggregates, density tests on embankment/ sub-grade/ sub base/ base courses of road construction during execution should also be got done by Contractor.
- (e) The samples of all construction material shall be presented to the Regional QC Cell for its approval before procuring in bulk. Samples from different consignments shall be tested from time to time during the execution of the work as per the relevant frequency norms. Sometimes it may be required to get the samples of the material tested in approved 3rd party QC lab for ensuring their conformity with the specifications. Such costs are to the account of the contractor
- (f) Regular tests as per frequency norms are to be conducted in the field laboratory at site during execution in the presence of field staff. Some of the tests are to be conducted in the presence of QC engineers during their inspection.
- (g) In this regard, the provisions of Quality Control Manual shall be followed in execution of the work. Sometimes, besides Quality Control checks by SCCL engineers, 3rd party QC checks/checks by Project Management Consultants (PMC) will also be stipulated by SCCL based on the scale and complexity of the work. The expenditure on such third party quality checks is to the account of SCCL
- (h) For the works, whose awarded value is more than Rs. 2 Crores, Contractors have to establish Quality Control Laboratory at site.



- (i) For works costing more than Rs.10 crore, contractors have to prepare and submit mutually agreed Field Quality Plan (FQP) before commencement of the work.

(ix) **RESTORATION OF SITE:**

The platforms, curing ponds and enabling works like sheds etc., required for the work are to be done by the contractor himself. These are to be removed and the site is leveled after the work is over, failing which final bill will not be released.

33. BILL PAYMENT THROUGH BANKS:

All bill payments will be made through RTGS only. RTGS charges if any shall be to the contracting firm's account. The successful bidder shall submit the details such as (a) Name of the Account holder, (b) Name of the bank, (c) Branch name, (d) Branch code, (e) Account No., (f) MICR code & (g) IFSC/RTGS code at the time of executing the agreement.

34. IME & VTC TRAINING FOR CONTRACTOR'S WORKMEN :

In execution of any civil work in the premises of UG / OCP mines and CHPs the contractor's workmen being deployed should fulfill the following statutory norms.

- (i) The contractor's workmen to be deployed on the work should undergo initial medical examination at Company's hospital as per the prevailing charges. Prevailing charge at present is Rs. 2,425/- per head at contractor's cost. IME for contract labour can also be obtained from a Government medical officer not below the rank of Asst.Civil Surgeon in Form 'O'
- (ii) The contract labour to be deployed on the work should undergo training at MVTC before being deployed on the work. The modules of training based on the place of work are given below:

Sl. No.	Category of work places	Module for Vocational Training in Coal Mines
(a)	Outside the operational / active area but within the premises of an Opencast Mine.	Module No.I of Vocational Training covering 12 days of initial training.
(b)	Within the operational / active area of an Opencast Mine.	Module No.II of Vocational Training covering 18 days of initial training.
(c)	Engaged on surface with in the premises of an underground Mine.	Module No.I of Vocational Training covering 12 days of initial training.
(d)	Engaged in an underground Mine.	Module No.III of Vocational Training covering 48 days of initial training.

- (iii) The VTC training will be imparted at free of cost to certain number of workmen depending on the magnitude of work as given in the following table.

Awarded cost of work	No. of persons to be trained
Up to 15 L	4
Above 15 L & up to 30L	8
Above 30 L & up to 50L	12
Above 50 L & up to 100L	14
Above 100 L	16

Expenses towards training for the persons exceeding above limit are to be borne by the contractor.



However, wages for all the workmen during the training period are to be borne by the contractor only.

- (iv) The intending bidder shall consider this and quote tender accordingly. After award of work, no claims towards incidental and other expenses in getting trained as per statutory norms and cost towards medical examination of the contractor's workmen being deployed by the contractor shall be entertained.

35. ADDITIONAL SPECIFICATIONS SPECIFIC TO THE NATURE OF WORK

I. SPECIFICATIONS FOR NORMAL FABRICATION AND ERECTION OF STEEL STRUCTURES

A) FABRICATION:

1. The Contractor should submit 4 copies of detailed fabrication shop drawings at his own cost on the basis of company's design drawings for approval before starting the fabrication works.
2. All weld connections are to be provided for the full capacity of the members.
3. Welding to be done for the entire contact surface area between the gusset plate and members.
4. All welding should confirm to IS- 816 for structures not subjected to dynamic loads. Welding should confirm to IS-1024 for all fabrication works subject to dynamic loads.
5. Welding work shall be executed under constant supervision of competent person in a properly organized manner with approved welding materials. Details of welding procedure shall be agreed up on with the Engineer-in-charge before fabrication is commenced.
6. The Engineer-in-charge shall have free access to the work being carried out by the Contractor at all times. Facility shall be provided by the Contractor to enable him to inspect any layer of weld metal. He shall be at liberty to reject any work not confirming to specifications. Defective work shall be cut-off and re-welded.

B) BOLT HOLES ARE TO BE FORMED BY DRILLING AND NOT BY GAS WELDING PROCESS:

Shearing, cropping and gas cutting shall be clean, reasonably square and free from distortion. The edges shall be ground afterwards, if they are not clean and square. The component parts may be assembled in such a manner that they are neither twisted nor damaged. Where gussets, plates and other members are fixed together, the inaccessible areas shall be painted with a coat of red-oxide paint before welding or bolting.

C) ERECTION:

1. The Contractor should submit beforehand the erection procedure with details of erection equipment he is going to deploy for approval of the Engineer-in charge. The Contractor should check himself the centre lines, levels, foundation blocks, Provision of bolts etc., and any discrepancies observed should be made good before starting the erection work.
2. Erection includes proper setting out of alignment, leveling, bolting, welding, fixing in position as per drawings and as directed by the Engineer-in-charge. This also includes supply of required consumables, erection materials including bolts, nuts, temporary supports as required by the incidental works to complete the erection including the transportation of the fabricated structure to the site of erection.



3. Contractor should provide adequate facilities like ladders etc., for the inspection by the Engineer-in-charge after erection. The Engineer-in-charge shall reject defective workmanship which shall be removed and redone.

II. SPECIAL CONDITIONS FOR ROAD WORK.

- a) Temporary diversion of traffic to be arranged at contractor's cost till completion of the work and opening to traffic.
- b) For all supply items/quarry materials the work should be in accordance with the approved samples deposited with the Engineer-in-charge.
- c) The rolling should be done with required type/capacity of road rollers for the respective soling/Metalling item as per standard specifications.
- d) Surface finishing of the road should be done to correct camber or template as directed by the Engineer-in-Charge.
- e) All the materials such as metal, stone, gravel, sand etc., shall be neatly stacked at the places shown by the Engineer-in-Charge and the stacks shall be as per APDSS standard sizes.
- f) The following deductions towards voids will be made from the stack measurement of the different materials supplied :-

Sand	:	1/8 th
Earth, gravel, coal ash and lime powder	:	1/6 th
Metal	:	1/13 th
Boulders & UCRS	:	2/5 th (40%)
C.R. Stone	:	15%

- g) The rate given for supply of quarry materials is for Net quantity only.
- h) Crushed hard blasted granite metal shall only be used as coarse aggregate for carrying out various items of works contained in the BOQ and no other variety of metal will be allowed to be used on the work.
- i) Samples of the materials to be used on the work shall be produced to the General Manager (Civil) or his authorised representative and after approval only the materials are to be collected and used on the work.
- j) Material testing labs shall be set up both at site and at the hot mix plant to carry out field tests at regular intervals as and when desired by SCCL in confirmation with tests as per table 900 – 4 of MORT & H
- k) Each asphalt consignment shall be got verified by the General Manager (Civil) or his authorised representative and shall be supported by required test certificates containing values regarding softening point, penetration, ductility and all other parameters as required by relevant IS codes to ascertain characteristics of asphalt. The test certificates and invoices of the consignments shall invariably be produced while submitting the running bills.

**THE SINGARENI COLLIERIES COMPANY LIMITED**

(A Government Company)

KOTHAGUDEM

PRICE BID - PART-A

Specifications with schedule of approximate estimated Quantities for the work of
“**Construction of _____ Area,**
_____ **Dist., Telangana State.**”

Sl. No.	Description	Total Quantity	Estd. Rate		Unit	Amount	
			Rs.	Ps.		Rs.	Ps.
1.	Supply of Cement 43 grade on Sale Invoice by SCCL				Bag		
2.	Supply of HYSD / TMT Bars on Sale Invoice by SCCL				MT		
3.	Supply of Mild steel round bars on Sale Invoice by SCCL				MT		
4.	Supply of Structural steel/Angles/ channels/ Joists/Square bars/Flats				MT		
5.	Supply of Mild Steel Plates				MT		
Estimated cost of PART-A:							

Terms & Conditions:

- i. The above estimated rates are arrived by SCCL and net of taxes.
- ii. SCCL issues Cement & Steel on Sale Invoice with GST and recovers the same from bills. The contractor can claim ITC against the taxes mentioned in the Tax Invoice issued by SCCL.
- iii. **The bidder is not allowed to quote any premium for this part.**

**THE SINGARENI COLLIERIES COMPANY LIMITED**

(A Government Company)

KOTHAGUDEM

PRICE BID - PART-B

Specifications with schedule of approximate estimated Quantities for the work of
**“Construction of _____ Area,
 _____ Dist., Telangana State.”**

NOTE:

- i) All materials procured will be paid as per actual reconciliation/used on work.
- ii) No wastage will be allowed.
- iii) The unused materials will have to be taken away by the contractor.
- iv) Samples should be got approved by the Engineer-in-charge before use on the work.
- v) The quantities given in the schedule are tentative and the contractors are required to procure the material in phases as per the requirement of the work and as directed by the Engineer-in-charge.
- vi) Mix designs for different grades of concrete, job mix formulae for BT mixes/GSB/ WMM/Blanket material etc. are to be got done before execution of the work at government institutions/ SCCL approved laboratories at contractor's cost. Lab /field tests such as concrete cube tests, grading of aggregates, density tests on embankment/ sub-grade/ sub base/ base courses of road construction during execution should also be got done by Contractor.

Sl. No.	Description	Total Quantity	Estd. Rate		Unit	Amount	
			Rs.	Ps.		Rs.	Ps.
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
			Total:				
Estimated Contract Value (ECV) for Part-B : Rs.							

I/We agree to carry out the work at the estimated rates mentioned against the above items **for Part-B**, at an overall uniform percentage

1. of (+) _____ % (In words percentage only) **ABOVE**.

OR

2. of (-) _____ % (In words percentage only) **BELOW**.



OR

3. _____ AT PAR with the estimated rates only.

Which will be **firm till completion of the work.**

ABSTRACT

ESTIMATED COST OF PART-A: Rs.

ESTIMATED COST OF PART-B: Rs.

TOTAL: Rs.

**THE SINGARENI COLLIERIES COMPANY LIMITED.**

(A Government Company)
KOTHAGUDEM COLLIERIES

GENERAL CONDITIONS OF CONTRACT**1. NAME OF THE WORK:**

**Construction of _____ Area,
_____ Dist., Telangana State.**

2. EXECUTION OF CONTRACT**(i) PROGRAMME FOR COMPLETION OF WORK:**

On receipt of the award letter the tenderer should submit a clear programme at the time of Agreement for completing the various items of work given in the schedule of quantities and the programme should be adhered to.

(ii) MOBILISATION OF LABOUR, MATERIAL, PLANT AND MACHINERY

This contract is to include mobilization of all labour, construction material, scaffolding, centering, tackle, tools, concrete mixers, vibrators and every other things necessary for carrying out and completing the works in conformity with the plans and specifications (herewith attached) and with such additional drawings, descriptions and instructions as may from time to time be furnished while the work is in progress.

(iii) DRAWINGS AND INSTRUCTIONS:

The General Manager (Civil) or his authorized representative shall furnish with, reasonable promptness basic/ additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. The work shall be executed in conformity therewith and the contractor shall do no work without proper drawings or instructions in writing. The contractor shall keep each one copy of all drawings and specifications on the work in good order available at site.

The drawings come under the proprietary rights of SCCL and any unauthorized use of same for other works is not permitted.

(iv) SPECIFICATIONS OF WORK:

The contractor should ensure for execution of the work as per the specifications given in the tender and in conformity with relevant provisions of APDSS, MORT&H and other relevant standards by following good Civil Engineering practices.

In case of no mention of clear specifications for any item of work, the work shall be carried out in all respects in accordance with the instructions and requirements of the General Manager (Civil) or his authorised representative.

3. SEIGNIORAGE, RENTS, TAXES, PERMITS AND LICENCES:

The contractor shall pay all Seigniorage, rents, taxes, and license and permit fees etc., required as per the statute or prevailing Government orders. Permits and licenses of a temporary nature necessary for the execution of the work shall



be secured by the Contractor.

Seigniorage charges on minor minerals will be reimbursed to the contractor by SCC. GST is payable on extra basis.

4. **PROTECTION OF WORK AND PROPERTY:**

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from injury or loss arising in connection with the contract. He shall make good such damages, injury or loss except such as may be directly due to errors in the contract documents or caused by agents, or employees of the owner. He shall adequately protect adjacent property as provided by law or the contract documents. He shall provide and maintain all facilities for protection, as required by local conditions.

The contractor shall be responsible for any accident occurring to his workmen or any other person during the progress of work and until the work is taken over by the owner.

The owner shall not be responsible for any losses or damages incurred by the contractor by acts of God. No claims from the contractor for compensation on this account shall be entertained by the owner.

5. **CONTROL OF WORK:**

The works are to be conducted under the sole control and direction of General Manager (Civil) or his authorized representative. The whole of materials are to be of the best description of their respective kinds and both workmanship and materials shall be of good quality. The Contractor shall when required furnish satisfactory evidence of the quality of materials he is using. The Contractor shall furnish for approval all samples as directed. The work shall be in accordance with approved samples.

Everything necessary including materials, labour, water, tools, equipment, power and transportation is to be provided and paid for, by the contractor, so that the work may be executed to the entire satisfaction of the General Manager (Civil) or his authorized representative, who shall have power to reject any materials or labour during the progress of work which he may deem improper or to dismiss any person in the Contractor's employment, of whom he may disapprove, and the contractor is to supply such other as shall meet the approbation of the General Manager (Civil) or his authorized representative.

6. **ALTERATIONS AND ADDITIONS TO WORK**

The General Manager (Civil) or his authorised representative without invalidating the contract, may order extra work or make changes by altering, adding to or deducting from the work, the payment on this account being adjusted accordingly. All such works will be executed under the conditions of the original contract except that any claim for extension of time caused there by shall be adjusted at the time of ordering such a change. Claim for such an extra work or change shall however be supported by a written order, from the General Manager (Civil) or his authorised representative. The value of such extra work or change by way of addition or deduction shall be determined on the basis of tendered rates of the contractor applicable to actual measurements as certified by the authorised representative of the General Manager (Civil). In items where tendered rates are not applicable, the value of work shall be determined on the basis of Derived rates/ Data Rates as determined and approved by the General



Manager (Civil) before taking up the work.

7. **DEDUCTIONS FOR UNCORRECTED WORK:**

- (i) The contractor shall promptly remove from the premises all materials / re-execute the work items condemned by the General Manager (Civil) or his authorised representative as they fail to conform to the specifications of the contract.
- (ii) If the contractor fails to comply, General Manager (Civil) or his authorised representative after three days written notice to the contractor may make good such deficiencies in the manner deemed fit and deduct the cost thereof from the payment due to the Contractor.
- (iii) At times, the General Manager (Civil) or his authorised representative may accept the uncorrected work based on the exigencies subject to deduction of equitable amounts from the Contractor's bills based on the method of computing the value of the work as mentioned in Clause-6 above.

8. **TIME WITHIN WHICH CONTRACT IS TO BE COMPLETED:**

The contractor shall satisfactorily execute and complete the work in strict accordance with the plans, specifications enclosed herewith and instructions issued by General Manager (Civil) or his authorized representative from time to time and execute the work within the periods as per the programme submitted by the contractor at the time of Agreement for completing various items of work given in schedule of quantities.

9. **DELAY IN EXECUTION OF WORK AND EXTENSION OF TIME:**

If the contractor fails to complete the work within the original agreement period/extended agreement period and delay in completion of the work is solely attributable to the contractor, the following penalties shall be imposed.

- (i) Late delivery penalty @ 1% of balance value of leftover work per week (to be calculated on total value of contract if 75% work could not be completed in time). If the partly executed work does not fulfill the operating need of the company, LD will be on total value of contract. However total penalty on this account (including intermediate milestone penalties, if specified) shall not cross 10% of contract value. Here total value of contract means approved Revised Estimated cost/ Final completion cost.
- (ii) Any upward revision of applicable taxes and duties or introduction of new taxes/duties in this penalty period shall be to the contractor's account only.
- (iii) In this penalty period price adjustment clause shall become inoperative.
- (iv) If the contract be delayed at any time in progress of the work by any act or cause beyond the contractor's control (force majeure conditions) or by delay authorized by the General Manager (Civil) or his authorized representative, then the time of completion shall be extended for such reasonable time as the General Manager (Civil) or his authorized representative may decide.

In order to determine the above, a hindrance register shall be maintained at site which will be jointly signed by both the parties (Company and Contractor). The delays will be determined solely on the basis of this register.

10. **FORCE MAJEURE CONDITIONS:**

- (i) Force Majeure shall include the following conditions.
 - Any riots or civil commotion.



- Any War or hostilities.
 - Any earthquake, Flood, Tempest and other natural and physical disasters.
 - Any accident by the fire or explosion.
 - Any law and order proclamation, regulation/ordinance affecting the production / dispatch of the goods.
 - Power interruptions due to grid failures.
 - Court orders / Judgments.
 - International sanctions / Embargo.
 - Delay in handing over the land by SCCL.
 - Any other condition which is beyond reasonable control of either of the parties.
- (ii) The contractor shall intimate in the event of having resorted to force majeure clause by a letter certified by the appropriate statutory authority mentioning the beginning and end of the causes of delay, within 15 days of the occurrence and cessation of such force majeure conditions.
- (iii) The delay arising out of force majeure will be considered for extension. However, company will reserve the right to cancel the contract, if the contractor does not resume the work immediately thereafter.

11. **OWNER'S RIGHT TO TERMINATE THE CONTRACT:**

- (i) On award of the work, if the contractor fails to execute the work within the stipulated time, or fails to show substantial progress as per the programme submitted by contractor at the time of Agreement on various items of work given in schedule of quantities, the SCCL is at liberty to order the contractor to discontinue the work forthwith and terminate the work.
- (ii) If the contractor fails to abide by the conditions of contract, if he should persistently disregard the instructions of departmental engineers or if he should be adjudged bankrupt, then the Company without prejudice to any other right of remedy, terminate the contract and take possession of the premises and of all materials etc., and finish the work in the method deemed fit.
- (iii) Before proceeding with action of termination of the work, the contractor shall be given minimum 7 days final notice as a final chance to improve the progress. If there are no substantial arrangements from contractor's side to improve the progress, SCCL can terminate the work.
- (iv) Termination of the work attracts the following penalties:
Forfeiture of all security deposits i.e. EMD, FSD & Addl.FSD (OR) recovery of 20% of the value of incomplete work at the awarded rates of the tender (including price variation amount calculated as on date of termination), whichever is higher. In addition to this, the contractor will be debarred from participation in SCCL tenders for one year period.
- (v) The above penalty amounts shall be recovered from the final bill payable to the contractor on the work. If sufficient amounts are not available in the final bill of the work, balance penalty amounts can be recovered from any of the other works of the agency or from the works where the agency is a partner as per partnership deed/ partner in JV firm. Solvency amount paid



by the contractor at the time of registration can also be got adjusted towards this. Amounts can be recovered by following due process of law if sufficient amounts of contractor are not available with SCCL.

12. OWNER'S RIGHT TO FORECLOSE THE CONTRACT:

The Company also reserves the right to foreclose the contract at any stage or suspend the work without assigning reasons if in its opinion, it is considered necessary to do so. On receipt of such notice, the Contractor shall submit within 24 hours of receipt of the notice at site a complete list of his commitments for settling the same by the company within a period of one month. The Company may allow up to a maximum of 7 days after issue of the notice for continuing the work to enable using up by the Contractor as far as possible the materials at site or in transit.

13. CORRECTION OF WORK AFTER FINAL PAYMENT:

Neither the final certificate nor the payment or any provision in the contract documents shall relieve the contractor of responsibility for faulty materials or workmanship and he shall remedy any defects due there to and pay for any damage to other work resulting from it and which shall appear within defect liability period from the date of completion of the work. The General Manager (Civil) or his authorised representative shall give notice of observed defects with reasonable promptness. All questions arising under this article shall be decided by the General Manager (Civil) of the company whose decision will be final and binding on the contractor.

For this purpose, 2.5% FSD retained in final bill along with original EMD is liable to be forfeited in the event of the contractor not abiding by the decision of the General Manager (Civil) of the Singareni Collieries Company Limited.

14. MEASUREMENT OF WORK, RECORDING OF BILLS AND PAYMENTS:

- (i) The measurements of various items of the work executed should be taken jointly by departmental staff and the contractor's technical person/representative.
- (ii) Wherever execution of internal electrification is involved in the work, SCCL's workshop authorities will supervise/guide in execution of the same. Certification from workshop authorities shall be taken wrt measurements of the items.
- (iii) The contractor shall submit the Running Account/Final Bills for all works, whose awarded cost is more than Rs.15L. Running Account/Final Bills are to be recorded by departmental Supervisor for all works, whose awarded cost is less than Rs.15 lakhs and M&R tender works which are dealt by local work orders irrespective of value of works.
- (iv) The bills shall be processed through Quality Control cell and internal audit as per the prevailing guidelines of SCCL.
- (v) RA bills payments will be made within one month as far as possible, from the date of the receipt of the bill by Area Civil Engineer.
- (vi) However, RA bills of works costing above Rs.3.00 Crores, 75% of the bill amount will be released as adhoc/ interim payment after due site checks within 7 days from the date of submission of bill. The balance 25% of the Running Bill amount will be paid after processing the bill.



- (vii) From RA bill payments, 7½% of executed value of Part-B will be deducted as further security deposit (FSD). In the final bill, besides EMD, an amount equivalent to 2½% of total executed value (Part-A + Part-B) will be retained till completion of defect liability period. Balance FSD amount will be released in the final bill.
- (viii) All payments against RA bills shall be regarded as intermediate payments by way of advance against the final payment only and not as payment for work actually done and completed, and shall not preclude the requiring of bad, unsound and imperfect or unskillful work to be removed/ taken away and reconstructed. The company reserves the right to recover any overpayments detected in RA bills subsequently. Any recovery or recoveries advised by Government departments will also be effected.
- (ix) The final bill of the entire work shall be recorded after the works are completed to the entire satisfaction of Engineer-in-charge and in accordance with the provisions of the agreement and after completion certificate is issued. Overall measurements of the completed work are to be recorded in the Final bill.
- (x) Completion certificate of industrial structures such as CHPs/bunkers/gantries with respect to functionality and safety of the structures shall be given by Civil and E&M engineers jointly before taking over the work.
- (xi) Final bills submitted with all supporting documents are paid within two months of submission for works whose contract value is up to Rs.15L and within three months in case of works with contract value above Rs.15L as far as possible.
- (xii) The contractor shall not be entitled to interest upon any payment, in arrears or upon any balance which may on the final settlement of his account be found due to him.

15. **TEMPORARY ROADS AND ACCOMMODATION FOR LABOUR:**

The contractor at his own cost form and maintain whatever temporary arrangements, such as roads etc., he may require for bringing any material or plant to the work, or arrange for hutment or camping of his labour and staff including sanitation of the Locality and no extra charge will be allowed or paid by the S.C.Co.Ltd., on account of any such arrangements.

16. **ASSISTANCE DURING INSPECTIONS:**

The contractor shall provide all assistance required by the General Manager (Civil) or any person deputed by him, in making out or measuring the work, all stacks, pegs, lines and all other apparatus that may be required and the contractor is to execute the above at his own cost and charges.

The contractor shall provide all such assistance required by the quality control Engineers and their staff on their inspection to the site at his own cost and charges.

17. **HANDING OVER OF THE WORK AND COMPLETION CERTIFICATE:**

- (i) It is the contractor's responsibility to handover the completed work free from any hindrance or obstructions. The contractor has to remove temporary structures like platforms, curing ponds and sheds erected for construction



purpose and to clean the area of all the debris and excavated earth etc and handover the completed work to SCCL.

- (ii) General Manager (Civil) or his authorised representative shall inspect the work and ascertain the defects/deficiencies, if any to be rectified by the contractor.
- (iii) In the event there are no defects or deficiencies, completion certificate will be issued to the contractor to enable him to claim final bill.

18. **DEPLOYMENT OF CONTRACTOR'S WORKMEN:**

If the contractor is required to deploy workmen for any work not provided in the estimates, he should do so on an order from the General Manager (Civil) or his authorised representative in writing. Payment for all such deployment of workmen on muster basis shall be as per the prevailing minimum wages.

All workmen employed on muster basis or employed on contract basis shall be deemed as Contractor's staff and no benefit granted to colliery labour shall apply.

19. **SETTLEMENT OF DISPUTES:**

(i) **Dispute resolution:**

(a) 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.B.

(b) 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.

(ii) **Conciliation**

(a) In the event of any dispute or difference arising directly or indirectly out of Purchase Order /Contract /Agreements or otherwise, the parties undertake to use all reasonable endeavour 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.

(b) If the disputes cannot be settled amicably, the same shall be taken for civil court as provided in clause (iii) below.

(iii) **Civil Court**

(a) 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 the 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 and not by Arbitration.

(b) 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 herein above mentioned.

20. **CORRELATION WITH OTHER AGENCY OR CONTRACTOR:**

During the period of contract, if any special jobs are required to be done through any other agency or through the department, the Contractor will have to co-ordinate his activities with those of the other agency or department.

21. **BRIBES ETC.**

The Contractor or any one on his behalf shall not canvas, pay, give or offer reward of gratuity to any employees of S.C.Co.Ltd., or else SCCL will be at liberty to cancel the contract duly forfeiting security deposits including blacklisting.

22. **APPLICATION OF LABOUR LEGISLATIONS:**

The contractor shall conform to the provisions of any Government Acts which relate to works and to the regulations and by-laws of any local authorities. The contractor shall give all notices required by the said acts or bye-laws etc., and pay all fees payable to such authorities.

It shall be the responsibility of the Contractor to strictly adhere to all the requirements under the labour laws and other enactments as may be applicable to labour from time to time.

- (i) The contractor shall possess a license as required under contract Labour (Regulation and abolition) Act, 1970 and Contract labour (Regulation and Abolition) Central Rules 1971 and satisfy all the provisions of the Act.
- (ii) Responsibility of the Contractor to implement provisions of Minimum Wages Act, 1948: The Contractor shall pay minimum wages to his workers as prescribed by the State Government from time to time under the payment of Minimum Wages Act, 1948.
- (iii) Responsibility of the Contractor to implement provisions of Bonus Act, 1965: The Contractor shall pay BONUS to his workers under the payment of Bonus Act, 1965.
- (iv) It is mandatory for the contractor to comply with the provisions of the Coal Mines Provident Fund Scheme including CMP (Amendment) Scheme, 2018 OR Employees Provident Fund Scheme, as applicable to the contract labour deployed in the subject work and accordingly the contractor shall have applied for registration with the Asst/Regional Provident Fund Commissioner and obtained an independent Provident Fund Code Number allotted by the Asst/Regional Provident Fund Commissioner.
- (v) In every case in which by virtue of provisions of section 12; Sub-Section (1) of the Employees Compensation Act, 1923, the Company is obliged to pay compensation to a workmen employed by the Contractor in execution of the works, the company will recover from the Contractor the amount of the compensation so paid and without prejudice to the rights of the company under section, 12, sub-section (2) of the said Act; the Company shall be at



liberty to recover such amount of any part thereof by deducting it from the Security Deposit or from any sum due by the Company to the Contractor whether under this contract or otherwise.

The company shall not be bound to contest any claim made against it under Section-12, Sub-section (1) of the said Act, except on the written request of the Contractor or upon his giving to the company full security for all costs for which the company might become liable, in consequence of contesting such claim.

- (vi) The contractor shall pay the wages to the contract workmen engaged on the work through banks.

23. **DEFINITIONS.**

- (i) The contract documents consist of the Agreement, the specifications with the schedule of approximate quantities with agreed overall uniform percentage on estimated rates, minutes of negotiations (if any), General Conditions of Contract, construction drawings.
- (ii) The contractor and the General Manager (Civil) or his authorised representatives mentioned in Agreement are treated as if each were of the singular member throughout the contract documents.
- (iii) **Contract Sum** means the awarded value of the work including all deviations. All the terms and conditions mentioned in the tender documents are equally applicable to the items carried out as deviations.
- (iv) Written notice shall be deemed to have been duly served if delivered to the contractor's authorized representative available at site or sent to the contractor through registered post/ courier/ e-mail.
- (v) All the time limits stated in the Contract Documents are of the essence of the contract.
- (vi) The existing laws in the area where the contract work is undertaken will be applicable to the Contractor
- (vii) "Company" or S.C.Co.Ltd., means, the Singareni Collieries Company Limited, P.O. Kothagudem Collieries represented by the General Manager (Civil).
- (viii) "Owner" means the General Manager (Civil) of S.C.Co.Ltd.
- (ix) General Manager (Civil) means the Engineer Employed by the Singareni Collieries Company Limited, incharge of the Buildings and Civil Engineering Department of the Singareni Collieries Company Limited.



**PROFORMA BANK GUARANTEE FOR EARNEST MONEY DEPOSIT
AT THE TIME OF SUBMITTING BIDS**

(To be drawn on any of any public sector bank/ Private Bank incorporated in India having net worth of Rs.5,000.00 Crores and above for the previous financial year)

B.G.No:**DATE:**

In Consideration of the Singareni Collieries Company Limited (Hereinafter called 'THE COMPANY') having agreed to accept from Sri. _____ (Hereinafter called 'THE TENDERER') Earnest Money for Rs. _____ in the form of guarantee for tendering against the work of _____ under the terms and conditions of Tender Notice No. _____ Dated: _____ (hereinafter called 'THE TENDER') and for the due observance by the said tenderer of the stipulation to keep the offer open for acceptance for a period of 120 days from the date of opening of technical bids and deposit the Earnest Money in BANK GUARANTEE for the said amount as Security for acceptance of the tender.

We, _____ Bank, Branch _____ do hereby undertake to pay on demand to the S.C.Co.Ltd., without any reference to the tenderer the sum of Rs. _____ in the event of the tenderer having incurred forfeiture of earnest money aforesaid for the breach of any of the terms and conditions of the stipulations aforesaid and contained in the said tender, under an order of the authority competent to invite the tender.

We, _____ (the Bank) further agree that if the demand is made by the Company for honouring the bank guarantee constituted by those presents, we _____ (The Bank) have no right to decline the same for any reasons whatsoever and shall pay the amount immediately on such demand.

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 without reference to the tenderer and no protest by the said tenderer can be valid ground for us to decline or fail or neglect to make payment to the company in the manner aforesaid.

We, _____ (The Bank), Branch _____ further agree that the guarantee herein contained shall remain in full force and effect till the authority Competent to invite the tender discharges the guarantee subject however that the company shall have no right under this Bond after the expiry period of 120 days from the date of opening the technical bids and our liability under the bond shall be discharged if the demand for payment is not made within this period.

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

Dated: _____ Day of _____
_____ for _____ Bank Limited.

For

_____ Bank
Branch Manager / Officer



**PROFORMA BANK GUARANTEE FOR 2½% EARNEST MONEY DEPOSIT
AT THE TIME OF EXECUTING AGREEMENT**

{The BG is to be drawn from any public sector bank/ Private Bank incorporated in India having net worth of Rs.5,000 Crores and above for the previous financial year. In case the value of Bank Guarantee is amounting to Rs. 5.00 lakh or above it should be obtained from/ operational for all purposes at their bank branches situated at Kothagudem/ Hyderabad}.

B.G.No:

DATE:

In Consideration of the Singareni Collieries Company Limited (Hereinafter called "THE COMPANY") having agreed to accept from Sri. _____ (Hereinafter called "THE CONTRACTOR") Earnest Money for Rs. _____ in the form of guarantee for acceptance of contract against the work of _____ under the terms and conditions of Tender Notice No. _____ Dated: _____ (hereinafter called "THE CONTRACTOR") and for the due observance by the said contractor of the stipulation for fulfillment of the contract for _____ months and deposit the Earnest Money in BANK GUARANTEE for the said amount as Security for the due and faithful fulfillment of the Contract on for acceptance of the tender.

We, _____ Bank, Branch _____ do hereby undertake to pay on demand to the S.C.Co.Ltd., without any reference to the contractor the sum of Rs. _____ in the event of the contractor having incurred forfeiture of earnest money aforesaid for the breach of any of the terms and conditions of the stipulations aforesaid and contained in the said contract, under an order of the authority competent to invite the tender.

We, _____ (the Bank) further agree that if the demand is made by the Company for honouring the bank guarantee constituted by those presents, we _____ (The Bank) have no right to decline the same for any reasons whatsoever and shall pay the amount immediately on such demand.

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 without reference to the contractor and no protest by the said contractor can be valid ground for us to decline or fail or neglect to make payment to the company in the manner aforesaid.

We, _____ (The Bank), Branch _____ further agree that the guarantee herein contained shall remain in full force and effect till the Competent authority of the Company discharges the guarantee subject however that the company shall have no right under this Bond after the expiry period up to _____ and our liability under the bond shall be discharged if the demand for payment is not made within this period.

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

The above Bank Guarantee is operational for all purposes, 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

Dated: _____ Day of _____
_____ for _____ Bank Limited.

For

Bank
Branch Manager / Officer



JOINT VENTURE AGREEMENT

(To be executed on Stamp paper of appropriate value)

THIS JOINT VENTURE AGREEMENT is entered into on this the day of 20...

AMONGST

1. M/s..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the “First Party” which expression shall, unless repugnant to the context include its successors)

AND

2. M/s..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the “Second Party” which expression shall, unless repugnant to the context include its successors)

AND

3. M/s..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the “Third Party” which expression shall, unless repugnant to the context include its successors)

The above mentioned First Party, Second Party and Third Party are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS,

(A) The Singareni Collieries Company Limited represented by its General Manager (Civil) (hereinafter referred to as the “**Employer**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors) has invited Bids (the “**Bids**”) by its Bid Documents for qualification and selection of Bidders for(Name of the work)..... Project (the “**Project**”).

(B) The Parties are interested in jointly bidding for the Project as members of a Joint Venture (JV) and in accordance with the terms and conditions of the Bid Document in respect of the Project, and

(C) It is a necessary condition under the Bid Document that the members of the Joint Venture shall enter into a Joint Venture Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Bid Documents

2. Joint Venture

2.1 The Parties do hereby irrevocably constitute a Joint Venture “ **JV**” (the name and style of the Joint Venture) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Joint Venture and not individually and/ or through any other



joint venture / Joint Venture constituted for this Project, either directly or indirectly or through any of their Associates.

3. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) The First Party shall be the Lead Member of the JV and shall have the Power of Attorney from all members for conducting all business for and on behalf of the JV during the Bidding Process and during the execution of the Contract.
- (b) The Second Party shall be the member of the JV; and
- (c) The Third Party shall be the member of the JV;

4. Joint and Several Liabilities

- (a) "The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Bid Documents and the Contract, under and in accordance with the Contract to be entered into with the Employer".
- (b) "Similarly, any consequential damages or losses occurred on account of submission of 2.5% EMD BG by any one partner of JV in their individual entity, the same will be borne by the joint venture".

5. Shares in the JV

5.1 The Parties agree that the proportion of shares among the Parties in the JV shall be as follows:

First Party: (Lead Member: At least 51%)

Second Party:

Third Party:

6. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the Memorandum and Articles of Association, by-laws or other applicable organizational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to



which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

- (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

7. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect during the Contract Period and in accordance with the Contract to be entered into with the Employer, in case the Project is awarded to the Joint Venture. However, in case the Joint Venture is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated.

8. Miscellaneous

8.1 This Joint Venture Agreement shall be governed by laws of India.

8.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Employer.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of the First Party

By

Signature

Name

Designation

Address

SIGNED, SEALED AND DELIVERED

For and on behalf of the Second Party

By

Signature



Name

Designation

Address

SIGNED, SEALED AND DELIVERED

For and on behalf of the Third Party

By

Signature

Name

Designation

Address

In the presence of :

Witnesses:

1.

2.

Notes:

- The mode of execution of the Joint Venture Agreement should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- The Bidder should submit along with the Joint Venture Agreement, the extract of the charter documents and documents such as the board or shareholders' resolution / authorisation in favour of the persons executing this Agreement on behalf of the Parties and the Memorandum and Articles of Association of the Parties.
- For an Agreement executed and issued overseas, the document should also be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued and should be duly stamped on receipt in India.

**STATEMENT - I**

Details of civil works executed by the Bidder during the preceding **ten financial years** including current financial year (20 - to 20 -).

Sl. No	Name of the work	Address of Agt. executing Authority	Agreement No. & date.	Value of Contract
1	2	3	4	5
1.				
2.				
	Total			
	* Updated value of work done to 20__-__ price level.			

Stipulated period of completion	Actual date of completion	Value of work done year wise					
		20__-__ Preceding 9 th FY	20__-__ Preceding 8 th FY	20__-__ Preceding 7 th FY	20__-__ Preceding 6 th FY	20__-__ Preceding 5 th FY	20__-__ Preceding 4 th FY
6	7	8	9	10	11	12	13
		Total x 1.9	Total x 1.8	Total x 1.7	Total x 1.6	Total x 1.5	Total x 1.4

Value of work done year wise				Total value of work done.
20__-__ Preceding 3 rd FY	20__-__ Preceding 2 nd FY	20__-__ Preceding FY	20__-__ Current FY	
14	15	16	17	18
Total x 1.3	Total x 1.2	Total x 1.1	Total	

Attach certificates issued by the Organisations (clients) showing work wise / year wise value of work done and date of completion.

* The cost of executed works of previous years shall be given weightage of 10 % per year (without compounding) to bring them to the price level of **20__-__**.

Signature of the Tenderer

**STATEMENT - II**

Physical quantities executed by the Bidder during the preceding **ten financial years** including current financial year (20 - to 20 -). [work wise / year wise].

Sl. No.	Financial Year	Name of work	Agt.No	Quantities executed / Year wise.	
				_____	_____
1	2	3	4	5	6
	20__-__ (Preceding 9 th FY)				
1					
2					
	20__-__ (Preceding 8 th FY)				
1					
2					
	20__-__ (Preceding 7 th FY)				
1					
2					
	20__-__ (Preceding 6 th FY)				
1					
2					
	20__-__ (Preceding 5 th FY)				
1					
2					
	20__-__ (Preceding 4 th FY)				
1					
2					
	20__-__ (Preceding 3 rd FY)				
1					
2					
	20__-__ (Preceding 2 nd FY)				
1					
2					
	20__-__ (Preceding FY)				
1					
2					
	20__-__ (Current FY)				
1					
2					

Attach certificates in support of the above quantities issued by the Organisations (clients) duly showing the quantities executed year wise.

Signature of the Tenderer

**STATEMENT - III**

Details of value of Civil Engineering works executed in each year during the preceding **ten financial years** including current financial year (20 - to 20 -) by the Bidder.

Sl. No.	Financial Year	Value in Rs.
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.	Current FY	

- a) Attach certificate(s) issued by the Organisations (clients) showing work wise / year wise value of work done **OR**
- b) Certificate from Chartered Accountant clearly mentioning the financial year wise turnover in Civil Engineering works only (duly supported with I.T. returns of the bidder).
- c) The cost of executed works of previous years shall be given weightage of 10 % per each financial year (without compounding) to bring them to the price level of current financial year.

Signature of the Tenderer

**STATEMENT - IV****Details of Existing Commitments**

Details of works on hand and, yet to be completed as on the date of submission of the Tender and works for which Tenders have been submitted are to be furnished.

A) Existing Commitments on ongoing works:

Sl. No	Name of work	Address of Agt. Concluding authority	Agt. No. & Date	Value of contract	Stipulated period of completion	Value of work done so far.	Balance Value of works to be completed during present tender period	Anticipated date of completion	Updated value of balance work
1	2	3	4	5	6	7	8	9	10

- Attach certificates issued by the Organisations (clients), indicating the balance work to be done, and likely period of completion.
- The cost of balance works awarded in previous years shall be given weightage of 10 % per year (without compounding) to bring them to the price level of current financial year.

B) Details of works for which Tenders are submitted [awarded / likely to be awarded]

Sl. No	Name of work	Address of Agt. executing authority	Estimated value of work	Stipulated period of completion	Date on which tender was submitted	Present stage of Tender.
1	2	3	4	5	6	7

Signature of the Tenderer

**CHECKLIST FOR SUBMISSION OF BIDS**

Construction of _____ Area,
_____ Dist., Telangana State.

S. No	Description	Whether uploaded or not
1	2	3
1	Letter of bid	Yes / No
2	EMD paid (if exempted, appropriate instrument shall be uploaded)	Yes / No
3	Details of value of Civil Engineering works executed during the preceding ten financial years including current financial year in Statement-I with supporting certificates.	Yes / No
4	Details of physical quantities executed during the preceding ten financial years including current financial year in Statement-II with supporting certificates.	Yes / No
5	Details of value of Civil Engineering works during the the preceding ten financial years including current financial year in Statement-III with supporting certificates for assessing bid capacity.	Yes / No
6	Details of existing commitments, i.e., works on hand etc., in Statement-IV with Supporting Certificates.	Yes / No
7	In case of firms, registered partnership deed and Registration Certificate In case of Limited Company, Registration Certificate issued by Registrar of Companies, the articles of Association	Yes / No
8	Joint Venture (JV) agreement, if applicable	Yes / No



**Applications/ reports facilitated by
Civil Department Information System (CDIS)**

CDIS is an in-house application Software of SCCL. It is available on <http://webhyd.scclmines.com>. All Civil departmental staff is provided access to this software. It is made mandatory to use CDIS to create data and obtain reports with respect to the following activities related to contracts.

- Schedule of Rates including leads
- Estimates including material requirement
- Bill of Quantities (BOQ) for preparation of tender documents
- Work Award letters
- Placing Local Work Orders
- RA bills/Final bills including material reconciliation and royalty recovery
- Deviation Statements
- Processing of bills to Finance
- Active list of Registered Contractors

Further, the following Management Information System (MIS) reports can be obtained from CDIS.

- Work Reports: Area wise/Contractor wise
- Progress Reports: Area wise/Contractor wise
- Expenditure Reports
- Royalty Reports: Quantity wise/Amount wise



Procedure for participation by bidders in on-line tenders

1. Participation in e-Procurement tenders:

- i. SCCL invites tenders for civil works on e-Procurement portal developed by Government of Telangana State <https://tender.telangana.gov.in>.
- ii. For participation in e-Procurement tenders published by SCCL in the above portal, bidders are required to get themselves registered in the above portal. For complete details for registration visit <https://tender.telangana.gov.in>.
- iii. Offline bids will not be entertained for the tenders published in e-Procurement platform unless otherwise specified in the NIT.

2. Bidding process:

- i. The participating bidder is required to download the tender document containing Notice inviting the Tenders (NIT), technical specifications, Bill of Quantities (BOQ) and general conditions of contract and read all the terms and conditions mentioned and seek clarification, if any, from the Tender Inviting Authority 48 hours before bid submission closing date.
- ii. The participating bidder is required to check and ensure their eligibility as per the eligibility criteria specified in the Notice inviting the Tenders (NIT).
- iii. The bidder has to keep track of any changes by viewing the Addendum/ Corrigendum issued by the Tender Inviting Authority from time to time in the e-Procurement platform. SCCL shall not be responsible for any claims/problems arising out of this.
- iv. Conditional tenders will not be accepted.
- v. The system would only authenticate the Encryption certificate uploaded into the e-Procurement system at the time of User Registration or updated through User profile. The bidder has to ensure that the uploaded certificate in the e-Procurement system is used for the Bid submission and no other certificate though valid shall be recognized by the e-Procurement system.

3. e-Procurement Transaction Fee:

- i. The participating bidder should pay e-procurement Transaction Fee @ 0.03% of the Estimated Contract Value of the work subject to prevailing ceiling amounts along with GST online to TSTS.
- ii. The above rate is subject to revision from time to time as per e-portal guidelines.

4. Documents to be uploaded:

Letter of Bid:

- i. The format of Letter of Bid (as given in the NIT) shall be downloaded by the bidder and may be printed on Bidder's letter head and the scanned copy of the same shall be uploaded during bid submission in PQ Stage. This shall be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it shall not contain any other information.



- ii. The physical signature on the Letter of Bid (LOB) shall be accepted without questioning the identity of person signing the Letter of Bid as it contains digital signature of DSC holder.
- iii. If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded in NIT document, then the bid may be rejected.
- iv. The bidders shall upload signed and visible scanned copies of all the relevant certificates, EMD instruments, documents and statements as mentioned in the NIT in the e-Procurement website owning responsibility for their correctness/ authenticity in support of their eligibility and qualification.
- v. The bidders have to ensure that the files being uploaded by them are free from all kinds of viruses and contain only the relevant information as stated by the Tender Inviting Authorities for the particular tender. It is not obligatory on the part of SCCL to read each and every document uploaded by the Bidder.

5. Modification / Withdrawal of Bid :

- i. The bidder may modify and resubmit the bid on-line as many times as he may wish before the bid submission closing date.
- ii. Bidders may withdraw their bids online before the bid submission closing date. There shall be no refund of transaction fee for withdrawal of bids.

6. Bid Submission Acknowledgement:

The bidder shall complete all the processes and steps required for Bid submission. The system shall generate an acknowledgement with a unique bid submission number after completing all the prescribed steps and processes by the bidder. Users may also note that the bids for which an acknowledgement is not generated by the e-Procurement system are treated as invalid or not saved in the system. Such invalid bids will not be visible to the Tender Inviting Authority for processing the bids. SCCL or The Government of TS shall not be responsible for incomplete bid submission by bidders.

7. Technical Evaluation of Bid (PQ Stage):

- i. The bidder shall have to upload scanned copies of various documents as specified in NIT for the evaluation process.
- ii. PQ stage (Technical Bid) shall be decrypted and opened on-line, on the pre-scheduled date by the Bid Openers with their Digital Signature Certificate (DSC). In case of any extension of last date for submission of bids/ date of opening of technical bids, suitable corrigendum will be published in the e-procurement platform.
- iii. The technical evaluation will be done strictly as per the documents uploaded by the bidders.
- iv. SCCL will not seek any shortfall documents during the evaluation of the bids.
- v. However, if any shortfall information is observed in the uploaded experience certificates such as clarity in the scope, specification and year



wise turnover/ quantities etc., SCCL at its discretion, may seek clarification from the clients who have issued experience certificates.

- vi. If the information sought is not received within two weeks from the date of clarification letter, technical evaluation will be completed with available information.
- vii. The bidder is liable to be disqualified and black listed, if false information is furnished in the forms/ statements/ certificates submitted in proof of qualification requirements and misled the company.
- viii. SCCL reserves the right to verify any of the documents uploaded by the bidders at any stage. If discrepancies are found even during the execution of work, the contract will be terminated, bidder will be blacklisted, and penalties applicable to termination of works will be applied.
- ix. The technical evaluation report will not be made available to the participants. It is solely the company's confidential document and the participants shall have no claim what so ever under any circumstances for the same.
- x. After the technical evaluation as above, proposal will be put up to the tender committee for deliberations and recommendations in respect of listing of technically acceptable bidders.

8. Financial Evaluation of Bid (Commercial Stage):

- i. The date of opening of price bid mentioned in the NIT is only indicative date. After short listing of technically acceptable bidders as above, the date of opening of Price bids shall be scheduled in the e-Portal. The bidders will be informed through e-Procurement portal generated email/ SMS alert. No separate communication shall be made to the bidder in this regard.
- ii. The Commercial Stage (Price-bid) of the technically qualified bidders in PQ Stage shall be decrypted and opened on-line by the Bid Openers with their Digital Signature Certificate (DSC). The bidders shall get the information regarding the status of their financial bid and ranking on the website.
- iii. The system generated commercial evaluation indicating the rates quoted by all the technically qualified bidders and L-1 rank will be visible to all the participating bidders on-line. It shall be scrutinized by Tender committee members of the SCCL for placement of order.

9. e-Procurement Corpus Fund:

- i. The successful bidder has to pay e-procurement corpus fund @ 0.04% of the Estimated Contract Value of the work subject to prevailing ceiling amounts to TSTS through online on e-procurement portal within a stipulated period
- ii. However, there will be no charges towards e-procurement corpus fund in case of works with ECV less than and up to Rs.10 Lakhs.
- iii. The above rates are subject to revision from time to time as per e-portal guidelines

10. The guidelines specified in the e-Portal from time to time shall be followed.



**FORM OF APPLICATION FOR
(CONTRACTOR REGISTRATION/ UPGRADATION/ RENEWAL)**

For Office use only.

APPLICATION NO:
Date:

To,
The General Manager (Civil),
 The Singareni Collieries Company Limited,
Kothagudem - 507 101,
 Bhadradi Kothagudem Dist.,
 Telangana State.

Sir,

Sub: Application for contractor registration/ upgradation/
renewal - submitted - Reg.

(I) I/We, Sri S/o.....
(in case of individual)

Representing M/s..... as (Managing Partner/ Sole Proprietor/
authorized)

Address.....

..... Phone.No.Mobile No.....

e-mail ID.....

am/ are registered Class..... Contractor(s) of SCCL/ State/ Central
Government / _____Corporation request you to kindly **register/ upgrade/
degrade/ renew** my name / our firm as **Class ___ contractor(s)** for
participating in the tenders of Civil Engineering Department of SCCL.

(II) In this connection, I / We enclose the following prescribed documents.

(i) FDR/BG towards solvency

Sl.No.	Instrument No. & Date	Bank name & Branch	Amount in Rs.	Valid up to
1.				
2.				

(ii) A list of works carried out by me/us in a single year out of the Last **10 years** including current financial year with their values certified by Competent Engineers.

Sl.No.	Certificate No. & date	Certificate issued by
1.		
2.		



- (iii) List of Plant and Machinery owned.
 - (iv) Certificate of Registration the partnership deed (in case of firm)/ Certificate of Incorporation/ MOS&AOA in case of Private Limited Company.
 - (v) Latest Passport size Photographs – 3 Nos.
 - (vi) Copy of previous registration certificate No..... Date.....
- (III) I / We certify the following.
- (i) I am not having any Partnership in any firm which is already registered with SCCL. *(In case of Individuals/ proprietary firm)*

OR

None of the partners as mentioned in our partnership deed is either having individual registration or involved in any other partnership deed of any other firms which are already registered with SCCL. *(In case of partnership firm)*

In case, any of the information furnished by us /me is found to be false or incorrect, we are liable for any action to be taken by SCCL including black listing, without any notice to us.

- (ii) Certified that I / We will employ technical personnel with suitable qualifications to meet the requirement of the works as per the value of works.
 - (iii) Certified that either the applicant or any of the partners or shareholders or any of the personnel working under the applicant are not dismissed Government servants.
 - (iv) Certified that I / We would not get my/our self registered under more than one name.
 - (v) I / We am/are not the debarred/blacklisted contractor(s) of SCCL.
- (IV) I/ We will get my registration renewed within five years from the date of registration.
- (V) I/ We hereby declare that particulars given above are correct to the best of my/ our knowledge.
- (VI) AREA OPTION for participation in outsourcing tenders: I/We hereby opt for _____ **Area** to participate in Unit Rate tenders. I/We note that I/We are not eligible to participate in Unit Rate tenders of other areas. I/We also note that option given for _____ **Area** to participate in Unit Rate tenders, no change in option is permitted for minimum period of 2 Years irrespective of renewal/ Up-gradation of registration.

Yours faithfully,

(Signature of the applicant)

Date. _____

ADDRESS :

H. No. :, Street :,
 Village/Town :, Mandal :,
 District :, Pin Code :
 Phone No :, Mobile No :

Handwritten signature



Format for Registration Card and Registration Certificate

THE SINGARENI COLLIERIES COMPANY
LIMITED
(A GOVERNMENT COMPANY)
KOTHAGUDEM COLLIERIES

CIVIL ENGINEERING
DEPARTMENT



CONTRACTOR'S REGISTRATION
CERTIFICATE
CUM
IDENTITY CARD

1 .Name and address of the Contractor
M/s/Sri/Smt. _____
S/o _____
H. No: _____
Location: _____
Town: _____
District: _____
State: _____
Pin Code: _____
e-mail ID: _____
Phone No: _____

2. Registration Class : **CLASS-**____
3. Regn. Code No. : _____
4. Option for URS : _____ **AREA**
5. Letter No. : **CRP/CVL/L/**____/____
6. Valid Up to : _____
7. Specimen Signature/
Authorised Signature: _____

Registering Authority/

With Seal

Date : .____.20__



Affix recent

Passport size

CONDITIONS:

1. This identity card should invariably be produced by the contractor as and when requested by the tender processing authorities.
2. However, the contractor can authorize any other person by enclosing this Identity card in original and authorization letter duly attesting the signature of the person deputed.
3. This original ID card and letter of registration are to be returned to registering authorities at the time of renewal/ upgradation of class of registration etc.
4. This ID card shall not be produced as evidence for any other purpose than mentioned above.

Handwritten signature



To,
Sri/ M/s. _____,
_____,
_____,
Telangana State
PIN CODE - _____

REGISTRATION CODE NO: _____

For Unit Rate System
Contractor's Option

Sir,

Sub Registration of contractor - Reg.

Ref: Your Application dated __.__.2022.

1. As per the strength of documents produced by you, it is to inform that you are registered in **Class-__** contractor as per our Contract Manual for tendering/ undertaking Civil works in our company costing **up to Rs. _____ Lakhs only.**
2. Your Registration Code Number is _____. Your Registration Certificate-cum-Identity Card is enclosed herewith.
3. This Registration is valid up to _____.
4. As per your option for participating in Unit Rate tenders for outsourcing works is _____ **Area.** Please note that request for change in allocated Area will not be considered for 2 years period.
5. If it is found that you have given false particulars/ information at the time of registration, your registration will be cancelled.

Yours faithfully,

General Manager (Civil)

Encl: RC cum ID Card



TCR Note - Area level works

TENDER PROPOSAL

- 1. Tender Notice No. & Date. :
- 2. Description of work :
- 3. Mode of calling tenders : e-procurement – Single packet system
- 4. Mode of Communication : (i) Published on e-procurement platform.
(ii) Published on SCCL website.
(iii) Displayed on notice boards of all areas.
- 5. Date of Publication in News Papers : _____Telugu Daily, Dt._____
_____English Daily, Dt._____
- 6. *Dates for submission/ opening of bids*
 - (a) Bid submission start date :
 - (b) Bid submission closing date :
 - (c) Technical bids opening date :
 - (d) Price bids opening date :
- 7. Tenders are valid up to : _____ (120 days from the date of opening of Bids).
- 8. Opened online with digital encryption keys of : (i) DGM (Civil)/ _____ Area
(ii) EE(C)/DySE(C)/SE(C)
- 9. Estimated Cost (based on 2021-22 SR) : Part-A: (Cost of cement & steel issued on Sale Invoice) Rs._____
Part B: (Civil works) Rs._____
Total estimated cost **Rs.**_____
- 10. Period of Completion : _____ months from the date of mark out.
No. of bidders participated in the tender : _____ (____ only)

11. Eligibility criteria as per NIT:

Sl. No	Name of the bidder	Class of Registration in SCCL: Class _ & above	E.M.D. details	Reserved community: _____	Conclusion
i)		Class-____ Regn. No.____ valid up to: _____	Payment of initial E.M.D. is exempted for participation in the tender.	Uploaded community certificates of bidder/ all partners of the firm obtained on or after 21.05.2018	Fulfilled all eligibility criteria. Hence, qualified for price bid opening.
ii)					
iii)					
iv)					

Handwritten signature



12. Summary showing the quoted overall uniform percentage (+) above/ AT PAR/ (-) below Company's Estimate based on 2021-22 SR on Part-B and Tender Contract Value (TCV):

S. No.	Name of the bidder	Value of Part-A	Quoted Percentage for Part-B	Value of Part-B Rs. Ps.	Tender Contract Value Rs. Ps.	Status
i)						L ₁
ii)						L ₂
iii)						L ₃
iv)						L ₄

13. Tender proposal put up in :
favour of

14. Whether the tenderer is the : Yes
lowest

15. Performance of the Tenderer :

16. Special features of tender vis-à-vis company's estimate:

- (i) Approval was accorded by Competent Authority i.e., _____ for taking-up the subject work vide note no. _____, dt. _____.
- (ii) Accordingly, tenders were called for on e-procurement platform with single packet system.
- (iii) The subject work is reserved for ___ community contractors.
- (iv) ___ bidders have participated in the tender and ___ Nos bidders were qualified for opening of price bids and price bids were opened accordingly.
- (v) The L₁ bidder _____ has/have quoted (-) ___ % below/ AT PAR/ (+) ___ % above on company's estimated cost based on 2021-22 SR on Part-B which is working out to Rs. _____ Ps.

17. The tender cost and sanctioned cost is working out as follows:.

Part-A: (Cost of cement & steel issued on Sale Account)	:	Rs.	
Part-B: (Civil construction works)	:	Rs.	
Tender Contract Value (Part-A + Part-B)	:	Rs.	
Seigniorage charges+ DMFT+SMET+ Permit fee	:	Rs.	
Provision for price escalation	:	Rs.	
GST @ 18% on above	:	Rs.	
Contingencies	:	Rs.	
Total cost for which sanction is requested	:	Rs.	

18. Particulars of similar type of works awarded:

a.	Name of the work	
b.	Agency	
c.	Awarded cost	
d.	Awarded tender premium	
e.	Date of award	



19. Financial provision/sanction. : Chargeable to Revenue Budget/
Capital budget vide IO/WBS element
No. _____
20. Documents and Statements enclosed. : i. Copy of approved note No. _____
ii. Copy of Estimate.
iii. NIT & paper publication sheets
iv. Downloaded copy of price
evaluation
v. Minutes of negotiations
21. In view of the above and the reasons at Para No.16 of this TCR the offer of lowest tenderer _____ at an overall uniform quoted/ revised offer of **(-) __ % below/ AT PAR/ (+) __ % above** on Company's estimated cost based on 2021-22 SR for Part-B, is put up for perusal of tender committee.

In-charge: Drawing Branch

22. Members of the tender committee after examining the offers received online, features mentioned under Para no.16 of this TCR etc., recommended to award the work to L1 tenderer _____ at an overall uniform quoted/ revised offer of **(-) __ % below/ AT PAR/ (+) __ % above** on Company's estimated cost based on 2021-22 SR for Part-B and with Tender Contract Value (TCV) of **Rs. _____ Ps. (Rs. _____ only)** including value of Part-A. The total sanctioned value including seigniorage charges, DMFT, SMET, permit fee, provision for price escalation, GST & contingencies etc. required is **Rs. _____ Ps. (Rs. _____ only)**.
23. The work is within the delegated powers of GM: _____ Area vide DoP. No. _____ i.e. _____ up to Rs. _____ Lakhs.

Submitted for approval.

So to GM: Area _____ DGM/AGM(F&A)/ _____ DGM/AGM(C)/ _____
MEMBERS OF THE AREA TENDER COMMITTEE

GM/ _____ Area



TCR Note - Corporate works

TCR NOTE - TECHNICAL EVALUATION

Ref. No. CRP/CVL/____/TN-____/20__-__/_

Date:____.____.20__

1. Tender Notice No. & Date. :
2. Description of work :
3. Details of Approval : Approval was accorded by _____ to take up the subject work vide Note no. _____, dt._____ at an estimated cost of Rs.____ Lakhs. Necessary funds are provided in Annual Plan vide IO No./ WBS element no. _____.

Vide Note No. CRP/CVL/_____ dt.____, NIT Committee approved the tender document.
4. Mode of calling tenders : e-procurement – Single packet system
5. Mode of Communication : (i) Published on e-procurement platform.
(ii) Published on SCCL website.
(iii) Displayed on notice boards of all areas.
6. Date of Publication in News Papers : _____ Telugu Daily, Dt._____
_____ English Daily, Dt._____
7. *Dates for submission/ opening of bids*
 - (a) Bid submission start date :
 - (b) Bid submission closing date :
 - (c) Technical bids opening date :
8. Tenders are valid up to : _____ (120 days from the date of opening of Bids).
9. Opened online with digital encryption keys of : (i) GM (Civil)
(ii) AGM(C)/DGM(C)/SE(C)
10. Estimated Cost (based on 2021-22 SR) : Part-A: (Cost of cement & steel issued on Sale Invoice) Rs._____
Part B: (Civil works) Rs._____
Total estimated cost **Rs.**_____
11. Period of Completion : _____ months from the date of mark out.

No. of bidders participated in the tender : _____ (____ only)



12. As scheduled, technical bids were opened online on _____ and the following bidders have participated on-line.

- A) _____
- B) _____
- C) _____
- D) _____

13. With reference to the requirements specified in the NIT, the evaluation of the **on-line bids** of above bidders have been made and the details are as follows:-

A.	M/s _____	Required Criteria	Submitted by Bidder	Ref.
i)		Initial E M D Amount: Rs. _____ lakhs	Paid online: Rs. _____ lakhs payment ID: _____, dt. _____	A1
ii)		The Tenderers have to show a value not less than Rs. _____/- on all civil works in any one financial year during the preceding ten financial years including current financial year (20__ to 20__)	They have updated financial turnover in all civil works for Rs. _____ lakhs in 20__-__ This condition is fulfilled .	A1
iii)		The bidders should present experience of having executed the following quantities as prime items in any one financial year during the preceding ten financial years including current financial year (20__ to 20__)		
	a)	_____ : _____ Cum	Executed _ Cum during 20__ - __. This condition is fulfilled .	A1
	b)	_____ : _____ MT	Executed __ MT in 20__ - __. This condition is fulfilled .	A1
iv)		The bidder should have available bid capacity as per the formula (2AN - B) more than the estimated cost of Rs. _____/- (Part-B value)	They have available bid capacity of Rs. _____/- which is more than ECV. This condition is fulfilled .	A1
v)		Details of bidder	Individual/ Proprietary firm/ Registered firm/ Limited company	A1
		Conclusion	The bidder has fulfilled all the requirements as per NIT. Therefore the technical bid of the agency is considered as qualified .	



B. M/s _____			
	Criteria	Submitted by Bidder	Ref.
i)	Initial E M D Amount: Rs.____ lakhs		B1
ii)	Financial Turnover: Rs.____ lakhs		B1
iii)	Prime item quantity		
c)	_____ : _____ Cum		B1
d)	_____ : _____ MT		B1
iv)	Bid capacity: Rs.____ lakhs		B1
v)	Details of bidder		B1
	Conclusion		

C. M/s _____			
	Criteria	Submitted by Bidder	Ref.
i)	Initial E M D Amount: Rs.____ lakhs		C1
ii)	Financial Turnover: Rs.____ lakhs		C1
	Prime item quantity		
e)	_____ : _____ Cum		C1
f)	_____ : _____ MT		C1
	Bid capacity: Rs.____ lakhs		C1
	Details of bidder		C1
	Conclusion		



For Corporate works (Above 50 L but up to 5 Cr.)

14. Summary of the technical evaluation.

Sl.No	Name of the bidder	Status of technical qualification of bid
(i)		Qualified
(ii)		
(iii)		

15. The proposal for opening of the price bids of the above __ Nos. technically qualified bidders is put up for perusal of the tender committee.

_____(Civil)
(General Accounts) O/o G.M. (Civil)

16. Members of the tender committee after examining the bids received online decided that

(a) The following __ bidder(s) has/have not met the required conditions of technical bid and are technically not-qualified as per the terms of NIT.

Sl.No	Name of the bidder	Status of technical qualification of bid
(i)	M/s _____	Not Qualified due to • insufficient _____
(ii)		

(b) The following __ bidders have met the required conditions of technical bid and are technically qualified as per the terms of NIT.

Sl.No	Name of the bidder	Status of technical qualification of bid
(i)		Qualified
(ii)		Qualified
(iii)		Qualified

17. In view of the above, members of the tender committee have recommended for opening the price bid of the above __ **Nos. qualified bidders** and process further.

18. The work is within the delegated powers of _____ vide Sl. No. _____ Contracts on Public tenders, lowest tender up to Rs. __ Crores. Submitted for approval.

AGM/DGM
CORP:(F&A)

AGM/DGM
O/o G.M.(I&PM)

AGM(C)/DGM(C)
O/o GM(C)

(M e m b e r s o f t h e T e n d e r C o m m i t t e e)

G.M. (CIVIL)
(Chairman of the Tender Committee)

G.M.(F&A)

Director (Operations)



For Corporate works (Above 5 Cr.)

14. Summary of the technical evaluation.

Sl.No	Name of the bidder	Status of technical qualification of bid
(i)		Qualified
(ii)		
(iii)		
(iv)		

15. The proposal for opening of the price bids of the above __ Nos. technically qualified bidders is put up for perusal of the tender committee.

(General Accounts)

_____(Civil)
O/o G.M. (Civil)

16. Members of the tender committee after examining the bids received online decided that

(a) The following __ bidder(s) has/have not met the required conditions of technical bid and are technically not-qualified as per the terms of NIT.

Sl.No	Name of the bidder	Status of technical qualification of bid
(i)	M/s _____	Not Qualified due to • insufficient _____
(ii)		

(b) The following __ bidders have met the required conditions of technical bid and are technically qualified as per the terms of NIT.

Sl.No	Name of the bidder	Status of technical qualification of bid
(i)		Qualified
(ii)		Qualified
(iii)		Qualified

17. In view of the above, members of the tender committee have recommended for opening the price bid of the above __ **Nos. qualified bidders** and process further.

18. The work is within the delegated powers of _____ vide Sl. No. _____ Contracts on Public tenders, lowest tender up to Rs. __ Crores. Submitted for approval.

G.M.(F&A)

G.M.(I&PM)

G.M. (CIVIL)

(M e m b e r s o f t h e T e n d e r C o m m i t t e e)

Director (Operations)

(Chairman of the Tender Committee)

Director (Finance)

C&MD



TCR NOTE - PRICE EVALUATION

19. Please peruse pre-pages, wherein the competent authority has accorded approval for opening of pricebids of technically qualified bidders. according pricebids have been opened on
20. Opened online with digital : (i) GM (Civil)
encryption keys (ii) DGM(C); O/o GM(C)
21. Summary showing the technically qualified bidder quoted overall uniform percentage (-) below/ AT PAR/ (+) above Company's Estimated Contract Value and Tender Contract Value (TCV):

Sl. No	Name of the tenderer	Part-A (Fixed) Rs. Ps.	Quoted % for Part-B	TCV for Part- B Rs. Ps.	Tender cost Rs. Ps.
(i)	M/s _____				
(ii)					
(iii)					
(iv)					

22. Tender proposal put up in : **M/s** _____,
favour of H.No: _____,
_____,
Telangana State.
23. EMD particulars of : _____
tenderer
24. Whether the tenderer is the : Yes
lowest
25. Performance of the : Satisfactory
tenderer
26. Special features of tender vis-à-vis company's estimate :-
- (i) **__ bidders** have participated in the present tender, **__ of them are technically qualified.** Approval was accorded for the same in pre-pages of this note. Price bids of the technically qualified bidders were opened on __.__.20__.
- (ii) The L₁ bidder _____ has/have quoted (-) __ % below/ AT PAR/ (+) __ % above on company's estimated cost based on 2021-22 SR on Part-B which is working out to Rs. _____ Ps.
- (iii) As the quoted percentage of L₁ bidder is excess over SCCL estimated rates, the L₁ bidder was called for negotiations on _____. Sri _____ has attended for negotiations and stated that
(a) _____, (b) _____,
(c) _____. After prolonged discussions, he has agreed to reduce his/their offer by __%, thus bringing down the revised offer to (-) __ % below/ AT PAR/ (+) __ % above on company's estimated cost based on 2021-22 SR on Part-B which is working out to Rs. _____ Ps.
- (iv) _____
- (v) _____

Handwritten signature



27. The tender cost and sanctioned cost is working out as follows:
- Part-A: (Cost of cement & steel issued on Sale Account) : Rs.
 - Part-B: (Civil construction works) : Rs.
 - Tender Contract Value (Part-A + Part-B)** : **Rs.**
 - Seigniorage + DMFT+SMET+Permit fee : Rs.
 - Provision for price escalation : Rs.
 - GST @ 18% : Rs.
 - Contingencies : Rs.
 - Total cost for which sanction is requested** : **Rs.**
28. Particulars of similar type of work awarded:

a.	Name of the work	
b.	Agency	
c.	Awarded cost	
d.	Awarded percentage	
e.	Date of award	



For Corporate works (Above 50 L but up to 5 Cr.)

29. Financial provision/ sanction: : Chargeable to Revenue Budget/ Capital budget vide IO/WBS element No. _____
30. Documents and Statements enclosed : i. Copy of approved note No. _____
ii. Detailed Tender Notice.
iii. Copies of paper publication.
iv. Downloaded copy of list of participating bidders.
v. Downloaded copy of commercial evaluation.
vi. Minutes of negotiations
31. In view of the above and the reasons at Para No. ____ of this TCR the offer of lowest tenderer _____ at an overall uniform quoted/ revised offer of **(-) __ % below/ AT PAR/ (+) __ % above** on Company's estimated cost based on 2021-22 SR for Part-B, is put up for perusal of tender committee.

(General Accounts)

O/o G.M. (Civil)

32. Members of the tender committee after examining the offers received online, features mentioned under Para no. ____ of this TCR etc., recommended to award the work to L1 tenderer _____ at an overall uniform quoted/ revised offer of **(-) __ % below/ AT PAR/ (+) __ % above** on Company's estimated cost based on 2021-22 SR for Part-B and with Tender Contract Value (TCV) of **Rs. _____ Ps. (Rs. _____ only)** including value of Part-A. The total sanctioned value including seigniorage charges, DMFT, SMET, permit fee, provision for price escalation, GST & contingencies etc. required is **Rs. _____ Ps. (Rs. _____ only)**.
33. The work is within the delegated powers of _____) vide Sl. No. _____ Contracts on Public tenders, lowest tender up to Rs. ____ Crores. Submitted for approval.

AGM/DGM
CORP:(F&A)

AGM/DGM
O/oG.M.(I&PM)

AGM(C)/DGM(C)
O/oGM(C)

(M e m b e r s o f t h e T e n d e r C o m m i t t e e)

G.M. (CIVIL)
(Chairman of the Tender Committee)

G.M.(F&A)

Director (Operations)



For Corporate works (Above 5 Cr.)

29. Financial provision/ sanction: : Chargeable to Revenue Budget/ Capital budget vide IO/WBS element No. _____
30. Documents and Statements enclosed : i. Copy of approved note No. _____
ii. Detailed Tender Notice.
iii. Copies of paper publication.
iv. Downloaded copy of list of participating bidders.
v. Downloaded copy of commercial evaluation.
vi. Minutes of negotiations
31. In view of the above and the reasons at Para No. ____ of this TCR the offer of lowest tenderer _____ at an overall uniform quoted/ revised offer of **(-) __ % below/ AT PAR/ (+) __ % above** on Company's estimated cost based on 2021-22 SR for Part-B, is put up for perusal of tender committee.
- _____
(General Accounts) _____(Civil)
O/o G.M. (Civil)
32. Members of the tender committee after examining the offers received online, features mentioned under Para no. ____ of this TCR etc., recommended to award the work to L1 tenderer _____ at an overall uniform quoted/ revised offer of **(-) __ % below/ AT PAR/ (+) __ % above** on Company's estimated cost based on 2021-22 SR for Part-B and with Tender Contract Value (TCV) of **Rs. _____ Ps. (Rs. _____ only)** including value of Part-A. The total sanctioned value including seigniorage charges, DMFT, SMET, permit fee, provision for price escalation, GST & contingencies etc. required is **Rs. _____ Ps. (Rs. _____ only)**.
33. The work is within the delegated powers of _____) vide Sl. No. _____ Contracts on Public tenders, lowest tender up to Rs. ____ Crores. Submitted for approval.

G.M.(F&A)

G.M.(I&PM)

G.M. (CIVIL)

(M e m b e r s o f t h e T e n d e r C o m m i t t e e)

Director (Operations)

(Chairman of the Tender Committee)

Director (Finance)

C&MD



**Delegation of Powers (DoP) with respect to approval of civil tenders
(As per circular no. CRP/CS/75/1211, dt.26.12.2018)**

Delegation of Powers to Chairman & Managing Director

Sl. No.	Item	Delegated powers
D	PURCHASE AND CONTRACTS	
D-1	B. Contracts	
	1. On public tenders	
	a) Lowest tender	Rs.30 Crores
	b) Single tender	Rs.10 Crores
	2. On limited tenders	
	a) Lowest tender	Rs.10 Crores
	b) Single tender	Rs.5 Crores
	3. Without tender through negotiations (reasons to be recorded in writing)	Rs.1 Crore (contracts can be approved on APHMEL also which is a subsidiary of the SCCL)
M-1	CONSULTANTS	
M-1 (a)	Award of consultancy assignments including foreign consultancy assignments	
	1. On public tenders	
	i) Lowest tender	Rs.3 Crores
	ii) Single tender	Rs.1 Crore
	2. On limited tenders	
	i) Lowest tender	Rs.1 Crore
	ii) Single tender	Rs.50 lakhs
M-1 (b)	Without tender through negotiations except foreign consultants (reasons to be recorded in writing)	
	1) Appointment of Govt. agencies/ institutions, UGC funded organizations etc.	Rs.1 Crore per occasion
	2) Appointment of private firms/ institutions registered as consultants in specified fields	Rs.10 lakhs per occasion and Rs. 5 Cr per annum (If value of consultancy exceeds Rs.10 lakhs per occasion tender process shall be followed as applicable)

Delegation of Powers to Director (Operations)

Sl. No.	Item	Delegated powers
D	PURCHASE AND CONTRACTS	
D-1	B. Contracts	
	1. On public tenders	
	a) Lowest tender	Rs.5 Crores
	b) Single tender	Rs.1 Crore
	2. On limited tenders	
	a) Lowest tender	Rs.2 Crores
	b) Single tender	Rs.1 Crore
	3. Without tender through negotiations (reasons to be recorded in writing)	Rs.0.30 Crore (contracts can be approved on APHMEL also which is a subsidiary of the SCCL)
M	CONSULTANTS	
M-1	Appointment of Govt. agencies/ institutions, UGC funded organisations etc., as Consultants	Rs.10 lakhs per occasion and Rs 1 Cr per annum



**Delegation of Powers to below board level executives (Corporate & Area)
(As per circular no. CRP/CS/75/544, dt.23.07.2014)**

Rs. in lakhs

Sl. No.	Description of power	Periodicity	GM (Civil)	Area GMs of KGM(A), YLD, MNG, RG-I, RG-II, RG-III & SRP	Area GMs of BHP, APA, BPA & MMR
7.0	CIVIL & WORKS CONTRACTS				
7.1	Supply of pit materials				
a)	Advertised tender, order on lowest offer	Each occasion	15.00	8.00	8.00
c)	Limited tender, order on lowest of not less than 2 offers out of 5 enquiries	Each occasion	3.00	1.50	2.00
e)	Single offer against advertised/ limited tender	Each occasion	1.00	0.50	0.50
f)	Nomination tender	Each occasion	1.00	1.00	1.00
	Per annum limit for sub-clauses (e) & (f) clubbed together		10.00		
7.2	M&R works for roads and buildings				
a)	Advertised tender, order on lowest offer	Each occasion	20.00	20.00	20.00
c)	Limited tender, order on lowest of not less than 2 offers out of 5 enquiries	Each occasion	8.00	3.00	3.00
e)	Single offer against advertised/ limited tender	Each occasion	3.00	0.50	0.50
f)	Nomination tender	Each occasion	3.00		
	Per annum limit for sub-clauses (e) & (f) clubbed together		30.00	5.00	5.00
7.4	Capital works as per Annual Plan				
a)	Advertised tender, order on lowest offer	Each occasion	20.00	15.00	12.00
c)	Limited tender, order on lowest of not less than 2 offers out of 5 enquiries	Each occasion	10.00	5.00	4.00
e)	Single offer against advertised/ limited tender	Each occasion	5.00	3.00	3.00
f)	Nomination tender	Each occasion	5.00	3.00	3.00
	Per annum limit for sub-clauses (e) & (f) clubbed together		50.00	30.00	30.00
7.7	Miscellaneous revenue works other than M&R	Each occasion	1.00	1.00	1.00
		Per annum	5.00	5.00	5.00

Note: These are excerpt tables of DoP for ready reference. For full details, circulars being issued by Company Secretary from time to time shall be referred.



Letter of intimation to submit original documents

To

Sri/ M/s. _____,

_____ ,

_____ ,

Telangana State

PIN CODE - _____

Sir(s),

Sub: Construction of _____
_____ Area, _____ Dist, Telangana State.

Ref: e-Procurement Tender Notice No. _____, Date: _____.

(e procurement tender ID: _____)

-oOo-

We are pleased to inform you that your tender for the subject work has been accepted by SCCL.

In this connection, you are requested to pay e-procurement Corpus fund to TSTS authorities through online on e-procurement website and submit documentary evidence for the same.

As per the clause no. III (5) of NIT, you are required to submit original initial EMD instrument along with originals of all uploaded documents for verification.

Hence, you are requested to submit the same within 7 days for taking further action.

Yours faithfully,

General Manager (Civil)

C.c. to:

G.M.: _____ Area

Area Civil Engineer.



Communication of Approval of Tenders

Dy.G.M.(C)/ _____ Area

Sub: Construction of _____
_____ Area, _____ Dist, Telangana State.

Ref: e-Procurement Tender Notice No. _____, Date: _____.
(e procurement tender ID: _____)

-oOo-

Approval has been accorded by competent authority i.e., _____ to award the subject work on contract to **Sri/ M/s** _____ at a tender contract value of **Rs. _____ Ps.** (Part-A: Rs. _____ /-(fixed value towards cement & steel issued by SCCL on Sale Invoice), Part-B: Rs. _____ @ _____ on 2021-22 SR)

Please arrange to award the subject work immediately. At the time of award of work, the contracting firm may be advised to submit the following for executing the agreement.

- (i) **Total/balance EMD:** Rs. _____/- in the form of DD/FDR/BG in favour of SCCL. In case of Bank Guarantee, the same is to be drawn from Public Sector Banks/ Private Banks incorporated in India having net worth of Rs.5,000 Crores and above for the previous financial year, and in case the value of BG is amounting to Rs.5.00 lakh or above the same shall be operational for all purposes at their bank branches situated at Kothagudem/ Hyderabad and valid for a period of _____ months. The agency has paid initial EMD amount of Rs. _____ online/ FDR/ exemption sought at the time of bidding.
- (ii) **Additional FSD:** Rs. _____/- as per tender conditions in the form of DD/FDR/BG as the Agency quoted minus (-) _____% below the company's estimated rates based on 2021-22 SR.
- (iii) **Other documents:** Non-judicial stamp paper worth Rs.100/-, Programme of work, copy of GST registration certificate, copy of PAN card, Bank details etc.

For further action at your end.

G.M. (Civil)

Encl:

1. Details of Tender.
2. Copy of tender schedule.

C.C.:

G.M.: _____ Area

Addl.G.M.(C):QC/ _____ Region.



Details of Tender:

Sub: Construction of _____ of _____ Area, _____ Dist, Telangana State.

Ref: e-Procurement Tender Notice No. _____, Date: _____.
(e procurement tender ID: _____)

-oOo-

Estimated cost : Part-A : Rs.
(based on based on 2021-22 SR) Part-B : Rs.
Total estimated cost : Rs.

Period of Completion : _____ **months** from the date of markout

No. of bidders participated in tender :

No. of tenders qualified in technical evaluation :

Uniform offer of lowest bidder :

Uniform offer of highest bidder :

Address of the successful bidder :

Approved cost at which the subject work is to be awarded : Part-A : Rs.
Part-B @ (±) ___% : Rs.

Tender cost work to be awarded : **Rs.**

Sanctioned cost including contingencies, Seigniorage, GST etc. : Seigniorage + DMFT + SMET + Permit fee : Rs.

Provision for price escalation : Rs.

GST : Rs.

Contingencies : Rs.

: **Rs.**

Expenditure chargeable to : IO/WBS Element No___ /Revenue Budget



Work Award Letter

To
Sri/ M/s. _____,
_____,
Telangana State

Sir(s),

Sub: Construction _____ of _____
_____ Area, _____ Dist, Telangana State.

Ref: e-Procurement Tender Notice No. _____, Date: _____.

-oOo-

It is to inform you that the above work is hereby let out to you for **Rs.** _____
(Part-A: Rs. _____ (Cost of materials to be issued on Sale Invoice) + Part-B:
Rs. _____ (civil works) as per the uniform quoted/revised percentage **(±)** _____ %
above/below Company's estimated rates based on **2021-22 SR** on **PART-B** for the above
work. The value of work awarded is excluding contingencies, seigniorage charges, DMFT,
SMET, Permit fee, provision for PVC and GST.

The agreement has to be signed by you within two weeks from the date of acceptance
of tender. As such, it is requested to submit non-judicial stamp paper worth Rs. 100/- along
with following documents at G.M.(Civil)'s office for executing the agreement.

- (i) **Total/balance EMD:** Rs. _____/- in the form of DD/FDR/BG in favour of SCCL. In
case of Bank Guarantee, the same is to be drawn from Public Sector Banks/ Private
Banks incorporated in India having net worth of Rs.5,000 Crores and above for the
previous financial year, and in case the value of BG is amounting to Rs.5.00 lakh or
above the same shall be operational for all purposes at their bank branches situated
at Kothagudem/ Hyderabad and valid for a period of _____ months.
- (ii) **Additional FSD:** Rs. _____/- as per tender conditions in the form of DD/FDR/BG as
you have quoted minus (-) _____% below the company's estimated rates based on 2021-
22 SR.
- (iii) **Other documents:** Programme of work, copy of GST registration certificate, copy of
PAN card, Bank details etc.

You are requested to contact the undersigned and make all arrangements to take
markout and commence the work within 2 weeks of entering into the agreement or 4 weeks
from the date of award of the work, whichever is earlier.

Also please note that the time of completion of the above work is _____ months from
the date of mark out and the work is to be completed within the stipulated time.

Failing to commence the work within 4 weeks from the date of award for the reasons
attributable to you, date of mark out will be deemed to be considered as 1st day of 5th week
from the date of award and due date of completion shall be firmed-up accordingly.

Please ensure that you have obtained the license required under Contract Labour
[Regulation and Abolition] Act, 1970 and Contract Labour [Regulation and Abolition] Central
Rules, 1971 from the Assistant Labour Commissioner[C], _____.

Yours faithfully,

Dy. General Manager (Civil)
_____ **AREA**

Copy circulated to:

The Asst. Director of Mines & Geology, _____: For favour of information

The requirement of minor minerals for this work is:

Sand (Cum)	Metal/ Stone (cum)	Murram/Gravel & Ordinary earth

Asst. Labour Commissioner (C) : _____.

Labour Enforcement Officer (C) : _____.

Commercial Tax Officer, _____.



(For internal circulation only)

1) Estimated Cost as per 2017 Rev1 SR	:	Part-A (Fixed value)	: Rs.
		Part-B	: Rs.
		Total estimated cost	: Rs.
2) Awarded cost	:	Part-A (Fixed value)	: Rs.
		Part-B @ ____%	: Rs.
		Total Awarded cost	: Rs.
3) No. of Bidders participated in tender	:		
4) Total No., of tenders qualified in technical evaluation	:		
5) The highest bidder's quoted percentage	:	_____ on 2021-22 SR	
6) The initial rate/ percentage quoted by the L-1 Agency	:	_____ on 2021-22 SR	

CC to:

G.M (Civil) G.M. ____ Area	:	} For information please
HOD User Department	:	
AGM(C) QCC: ____ Region	:	
Dy.G.M(IA): ____	:	
DGM (F&A)/ ____ Area:	:	For information please with a request to issue allocation work order for the expenditure early. The total sanctioned cost of the work is Rs. _____ (including contingencies, GST, seignorage charges and cost of cement & steel) Work is chargeable to IO/WBS Element No _____ /Revenue Budget.
Dy.SE(C)/EE (Civil)	:	For information and necessary action. The period of completion of work is _____ MONTHS from the date of Mark-out. You are advised to insist the contractor to take mark-out within fortnight from the date of this letter and intimate the date of mark-out for reference.
DB/Office	:	



Fraud indicators

Following are some of the indicators of the fraud to alert the management to the possibility of fraud. The following indicators, which are illustrative and by no means exhaustive, focus on the tendering process.

Submission of tenders:

- (i) Information contained in bids concerning contractor's qualifications, financial capability, facilities etc., which does not agree with third party information or knowledge gained from previous contracts.
- (ii) Collusion or Tender rigging among bidders (complementary tendering, Tender rotation, sharing of market) for example:
 - The successful bidder engages the agency that had submitted higher bid price as his representative.
 - A pattern in rotation of lowest tenders among agencies who have tendered.

Award of Contract:

- (i) Disqualification of the lowest bidder on flimsy grounds, especially the one who has already been executing contracts with the Company.
- (ii) Unexplained changes in contract shortly after award.
- (iii) Contracts awarded to those with poor performance record.
- (iv) Poor documentation of contract award process.



Format for markout undertaking

Dt: _____.____.20__
Place: _____

To
The Dy.General Manager (Civil)
The Singareni Collieries Company Limited.,
_____ AREA.

Dear Sir,

Sub: Construction _____ of _____
_____ Area, _____ Dist, Telangana State.

Ref: (i) e-Procurement Tender Notice No. _____, Dt. _____.
(ii) Work Award Letter No. _____, Dt. _____

-oOo-

Reference to the subject work, I/we hereby inform that **mark out** for the work was taken by me/us on __.__.20__.

I/we hereby inform you that I am in receipt of Safe operating Procedures (designation based & activity based SOPs) and Safety plan for execution of the subject work.

I/we hereby attach Quality plan for execution of the subject work.

Yours Faithfully,

(CONTRACTOR)

Encl:

- (1) Quality plan
- (2) Safe Operating Procedures (SoPs)
- (3) Safety Plan

Sub-Overseer (C)
Overseer(C)/Supervisor(C)

DY.SE/EE (Civil)

Dy.GM(Civil)/_____



Registers to be maintained at O/o Area Civil Engineers

1. Work Order sanction Register
2. Asset Register
3. Standard Measurement Register
4. Sale Invoice Register
5. Contractors Register
6. Award letters Register
7. Agreement Register
8. Outsourcing Tender Opening Register
9. Seigniorage Recovery Register
10. Area Register
11. Contract Labour Register
12. Bill Register
13. NIT Register
14. Register for NITs for reserved categories a per GO Ms.59
15. EMD register



**Proforma for communication of extension of contract period in case of
absence of request from contractor side**

To
Sri/ M/s. _____,
_____,
_____,
Telangana State
PIN CODE - _____

Sir(s),

Sub: Construction _____ of _____
_____ Area, _____ Dist, Telangana State.

Ref: Award Letter No. _____, Date: _____.

-oOo-

The subject work was awarded to you vide letter 2nd cited and agreement was executed on _____. You have taken markout on _____ and the due date of completion as per agreement is _____. Extension of time was granted to you earlier up to _____.

At present the progress on the work is only ____%.

In absence of your request for extension of time/ as your request for extension of time is under process, this is to inform that contract period is extended without prejudice to the rights of company in levying the penalties for late completion.

You may please note that you are not entitled for any claims whatsoever on account of this extension.

You are requested to expedite the progress and complete the work at the earliest.

Please acknowledge the receipt of the letter.

Yours faithfully,

Dy. General Manager (Civil)
_____ **AREA**

Cc:
Dy.SE(C)/ EE(C)
Drawing Branch



Extension of time granting letter

To
Sri/ M/s. _____,
_____,

Telangana State
PIN CODE - _____

Sir(s),

Sub: Construction _____ of _____
_____ Area, _____ Dist, Telangana State.

Ref: (i) Award Letter No. _____, Date: _____.
(ii) Your letter No. _____, Date: _____.

-oOo-

The subject work was awarded to you vide letter 2nd cited and agreement was executed on _____. You have taken markout on _____ and the due date of completion as per agreement is _____. Extension of time was granted to you earlier up to _____ based on your request.

Reference to your application cited under reference, this is to inform that extension of time for the above work is granted from _____ to _____ without penalty/ with following penalties.

- Without price adjustment (for example)
- _____

You may please note that this extension of time is granted on your request and you are not entitled for any claims whatsoever over and above terms and conditions of contract on account of this extension, as already agreed by you in your application of extension of time.

You are requested to expedite the progress as per the revised programme submitted by you and complete the work within the extended time period.

Please acknowledge the receipt of the letter.

Yours faithfully,

Dy. General Manager (Civil)
_____ **AREA**

Cc:
Dy.SE(C)/ EE(C)
Drawing Branch



Contractor undertaking for issue of completion certificate

1	NIT No & date	
2	Name of the work	
4	Date of mark-out	
5	Due date of completion	
6	Extension of time granted up to	
7	Actual date of completion	
8	We have completed the above work in all respects strictly in accordance with the specifications, functionality and safety of the structure. If any defects identified in the work by field staff/ QC cell at a later date within the defect liability period, I/We will attend the rectification works at our risk and cost.	
9	I/we have cleared all the dues to my/our suppliers and paid the wages to the workmen engaged on this work in accordance complying with all Govt. enactments/ Acts/ laws etc. Later if any complaints arise, it will be my/our responsibility to resolve the same and SCCL is no way connected.	

Station : _____

Date: _____

Signature of the Contractor



Completion certificate proforma

1	NIT No & date	
2	Name of the work	
3	Agency	
4	Date of mark-out	
5	Due date of completion	
6	Extension of time granted up to	
7	Actual date of completion	
8	Tender Contract Value/ Sanctioned Cost	Rs. _____ Rs.
9	Approved Revised Estimate cost	Rs.
10	Work finalization cost/ Completion cost incl. all taxes etc	Rs. _____ Rs.
11	Whether the Agency paid the entire wages to the workers engaged on this work and there are no dues to be paid	YES NO DUES TO BE PAID BY AGENCY
12	All the defects identified in the work by field staff/ QC cell are attended by the Agency	YES
13	Whether all the enabling sheds, platforms, curing ponds, debris etc., are removed, ground is leveled and handed over the site in original condition	YES
14	Details of power supply connection provided by SCCL.	
15	All dues towards water supply provided by SCCL are paid.	YES/ NO - Water supply was arranged by contractor of his own.
16	All dues towards hiring of machinery provided by SCCL are paid.	YES
17	The work is executed strictly in accordance with the specifications, functionality and safety of the structure.	
18	Whether The Contractor has vacated company provided accommodation (Quarter/cement godown) & recoveries are affected or not?	

**Overseer/ Superviosr/
Sr.Supervisor**

Field Engineer

Area Engineer

Note: In case of industrial structures such as CHPs/bunkers/gantries certification from E&M engineers shall also be obtained.



Experience certificate proforma

Name of the Work	:	
Name of the Agency / Firm with address	:	
SCCL Registration Class & Registration No.	:	
Awarded Value:	:	Part-A (Cement & Steel issued on Sale Account) : Rs.
	:	Part-B (Construction work) : Rs.
	:	Total : Rs.
Award letter No. & Date	:	
Agreement No. & Date	:	
Date of Commencement of work	:	
Due date of completion of work	:	
Extension of time limit	:	
Actual date of completion of work	:	
Status of Work	:	WORK COMPLETED
Total Value of work done	:	Rs : _____. (Rupees: _____ only.)
MB.NO.	:	
No of pages in this certificate	:	—

Financial Performance	20__-__ (Rs. in Lakhs)	20__-__ (Rs. in Lakhs)	20__-__ (Rs. in Lakhs)
Value of work done during Financial year			

Physical performance of major items			20__-__	20__-__	20__-__
Sl. No.	Description of item	Unit	Quantity	Quantity	Quantity
1					
2					

Continued...P.2



::2::

Ref. No. ___/CVL/TN-___/20__-__/_

Date: __. __. 20__

Name of the Work	:	Details to be furnished in every page
Agreement No. & Date	:	Details to be furnished in every page

Physical performance of major items contd..			20__-__	20__-__	20__-__
Sl. No.	Description of item	Unit	Quantity	Quantity	Quantity
3					
4					
5					
6					
7					

COUNTER SIGNED BY

OFFICE SEAL

FIELD ENGINEER

AREA CIVIL ENGINEER

**Check list for scrutiny of RA bills**

1	Name of the work	:	
2	Agency	:	
3	Awarded cost/ Awarded tender premium	:	Rs. _____ % on 2021-22 SR
4	Date of award	:	
5	Date of mark-out	:	
6	Due date of completion	:	
7	Extension of time granted up to	:	
8	Bill No	:	CC No. ___ & Part
9	MB No	:	
10	Date of measurement of bill	:	
11	Bill submitted in Drawing Branch	:	
12	Whether detailed measurements recorded under each item are tallying with approved plan	:	YES
13	Whether Part Rates proposed in the bill are as per the agreement	:	
14	Whether bill is checked by field engineer and Area Engineer as per check measurement norms?	:	
15	Whether all test reports are enclosed	:	
16	Whether quality control cell observations made so far are attended and ATR submitted?	:	
17	Whether Sale Invoices of all departmentally issued store materials are properly recorded and enclosed with bill	:	
18	Whether Invoices of key construction materials such as bitumen, pipes etc., procured by the contractor are enclosed	:	
19	Whether quantities issued/ procured by Agency are tallying with consumption	:	
20	Whether water supply charges are recovered	:	
21	Whether electricity charges are recovered	:	
22	Whether all statutory recoveries / reimbursements made?	:	
23	Bill sent to Regional Quality Control cell on	:	
24	Bill received back from QC cell on	:	
25	QC observations and details of recoveries	:	
26	Whether GST invoice submitted by the Agency or not	:	
27	Any other information relevant to the bill under scrutiny	:	
28	Whether recoveries towards the accommodation (Quarter/cement godown) provided by the company to the Contractor was affected or not?	:	

**Overseer/ Supervisor/
Sr.Supervisor****Incharge
Drawing Branch****Area Engineer**



Certificate for release of retention money

1	NIT No & date	
2	Name of the work	
3	Agency	
4	Date of mark-out	
5	Due date of completion	
6	Extension of time granted up to	
7	Actual date of completion	
8	Tender Contract Value/ Sanctioned Cost	Rs. _____ Rs. _____
9	Approved Revised Estimate cost	Rs. _____
10	Work finalization cost/ Completion cost incl all taxes etc	Rs. _____ Rs. _____
11	Whether all Sale Account indents recovered	Recovered
12	Whether all the enabling sheds, platforms, curing ponds, debris etc., are removed, ground is leveled and handed over the site in original condition	Removed
13	Details of work finalization note	
14	Final bill paid on	
15	Details of retention money (i) EMD: (ii) (iii) Retention money in Final Bill:	Rs. _____ (in the form of FDR/BG in the safe custody of Finance department) Rs. _____
16	Defect liability up to	_____ (2 years from the actual date of completion)
17	Details of defects found in the work during the defect liability period & details of rectifications attended	
18	The work is finally inspected, and found that no defects are noticed to be attended as on the end date of defect liability period. In view of the above, retention money for the subject work can be released.	

**Overseer/ Supervisor/
Sr.Supervisor**

Field Engineer

Area Engineer



Work order proforma

Local Work Order No: ___/CVL/___/ ___

Dt: _____

From: The Dy.GM (Civil) _____ Area	To M/s/ Sri _____ _____ _____
--	--

Please arrange to carry out the following work:

Description of Work	_____ _____
---------------------	----------------

Tender Details to which expenditure is chargeable	M&R works _____ _____ _____.	Tender Sanctioned Amount	Rs. _____
	Tender percentage: (-) _____ % on 2021-22 SR	Progressive sanction accorded including present Word Order	Rs. _____
	Due date of Completion: _____	Balance Amount	Rs. _____

Remarks:	Need based repair works
----------	-------------------------

Sanctioned Cost: Rs. _____	Time Limit: _____
----------------------------	-------------------

“Approved”

Sub-Overseer (C)
Overseer(C)/Supervisor(C)

EE(C)/Dy.S.E(C)

Dy.GM (Civil)/ _____
Area

I AGREE TO CARRY OUT THE ABOVE APPROVED WORK ORDER WITH IN THE TIME SCHEDULE.

SIGNATURE OF THE AGENCY



Relaxations to SC/ST/Waddera/Sagara/Uppara community Contractors

SCCL extends following relaxations to SC/ST/Waddera/Sagara/Uppara community societies & individuals in respect of contractor registrations and earmarking of civil works in SCCL in line with GO.Ms.No.59 issued by Irrigation and CAD (Reforms) Department, Telangana State.

Selection of Civil Engineers: To develop a pool of 50 SC/ST/Waddera/Sagara/Uppara Civil Engineers (30 Degree/ 20 Diploma) in coal belt districts (@ about 5 Engineers/ Each Area) by issuing a circular to submit applications by eligible candidates.

- a. Training: Training shall be provided for the selected Civil Engineers in construction works in respective Areas over a period of 2 or 3 months in all activities of Construction/Maintenance etc in the company.
- b. Registration: After successful training, the concerned Area Civil HOD shall give training completion certificate to that affect and direct them to O/o GM (Civil) for registration in SCCL in Class III for participation in Civil tenders with ECV up to Rs.20.00 Lakhs. After achieving required Turnover, they can get upgraded to suitable higher class as per the prevailing registration norms. For contractor registration with SCCL for the above trained SC/ST/Waddera/Sagara/Uppara contractors Solvency certificate is exempted for Class-III. However, if any SC/ST/Waddera/Sagara/Uppara community candidates without above referred qualification, but, with experience in working as Supervisor in any civil contract approaches for registration, they will be considered for registration in Class-IV. Solvency certificate is exempted for Class IV & Class III contractors at the time of registration/renewal. However, solvency certificate is required for Class-I & Class-II contractors
- c. Reservation: The works costing up to Rupees **One Crore** (Estimated Cost) are reserved for SC/STs and Waddera/Sagara/Uppara communities as detailed below.
 - (i) 15% to SCs,
 - (ii) 6% to STs,
 - (iii) 3% to Waddera/Sagara/Uppara communities
 - SC/ST/ Waddera/Sagara/Uppara contractors already doing contracts will also be allowed along with the above trained and registered SC/ST/Waddera/Sagara/ Uppara Civil Engineers for participating in the tenders reserved for SC/ST/ Waddera/Sagara/ Uppara's as per their eligibility.
 - SC/ST/ Waddera/Sagara/Uppara contractors include the individuals, proprietor firms, partnership firms and private limited companies promoted by the SC/ST/ Waddera/Sagara/Uppara and the share holders of the partnership firms and private limited companies should constitute 100% from same community.



- d. Roster Point system: Out of 100 works from Sl.No.1 of Annexure -I enclosed, the roster points reserved are as follows.
For SCs (15%): 7, 14, 21, 28, 35, 42, 48, 55, 62, 68, 74, 81, 88, 95 and 100.
For STs (6%): 16, 32, 49, 64, 80, and 96.
Waddera/Sagara/Uppara (3%): 33, 66, and 99.
Separate registers shall be maintained in all the Areas, Corporate to record 100 roster points. Works details shall be entered and displayed to any authority who wants to check.
- e. For tenders called on e-Procurement, if single bid is received for SC/ST/Waddera/ Sagara/Uppara reserved works, even for the first call, shall be considered.
- f. If there is no response for SC/ST/Waddera/Sagara/Uppara reserved works up to 3rd call, tenders shall be called under general/regular category.
- g. Works on Nomination: No work is allowed to entrust on nomination basis.
- h. List of works awarded to SC/ST/Waddera/Sagara/Uppara contractors to be displayed twice in a financial year (during September & March).
- i. Exemption of EMD: For Individual SC/ST/Waddera/Sagara/Uppara Contractors, payment of EMD at the time of bidding is exempted for the works costing up to Rs.1.00 Crore. However, EMD is recoverable from the RA bill subsequent to expenditure of 25% of the work. Further, if SC/ST/Waddera/Sagara/Uppara Contractors are interested to participate for general works other than those reserved, EMD is not exempted.
- j. The bills pertaining to SC/ST/Waddera/Sagara/Uppara contractors should be cleared on priority.
- k. The Bonafideness of SC/ST/Waddera/Sagara/Uppara contractors shall be considered based on the caste certificate issued by Revenue Officer not below the rank of Tahasildar/ Mandal Revenue Officer issued on or after 21.05.2018.
- l. The penalty clause for reserved works shall be followed as per standard Bid Document. Action shall be taken against the erring contractors reported if any, as per penalty clause.
- m. Directions to Tender inviting authorities:
- (i) The above cycle of 100 works in serial shall be maintained till its completion irrespective of Financial year and repeated in similar fashion.
 - (ii) The Tender inviting authority (Area /Corporate level) shall maintain separate Registers, record 100 roster points. Works details shall be entered and displayed.
 - (iii) The Tenders inviting authority to the extent possible shall judiciously earmark/allocate works to SC/ST/Waddera/Sagara/Uppara Communities such that the works allotted to these communities broadly satisfy both in numerical and financial terms as per their share of reservation in the said GO.
 - (iv) In the NITs of such earmarked works, it has to be mentioned under name of work that ("Invited under earmarked works for SC/ST/Waddera/ Sagara/Uppara communities (as the case may be) are eligible to participate")



