



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

**CORPORATE MATERIAL PROCUREMENT DEPARTMENT  
KOTHAGUDEM COLLIERIES P.O – 507101  
DIST: KHAMMAM – TELANGANA  
CIN:U10102TG1920SGC000571**

**TELEPHONE: 91-08744-243109, 243665 - EPABX: 242301 EXTN.3500  
TELE FAX: 91-08744-245651 / 242874; e-mail ID: gm\_pd@scclmines.com.  
Company Website: [www.scclmines.com](http://www.scclmines.com)**

**NOTICE INVITING TENDERS (NIT)**

**Sub: Modernization of Semi Mobile Crushers at OCII Project, RG-3 - Reg.**

Enq.No.		Dt :	
<b>Number of Sources</b>	Single	<b>Mode of Tendering</b>	THREE PART
<b>Input Tax Credit on VAT</b>	Applicable	<b>CENVAT Credit on Excise Duty</b>	Applicable

Tenders are invited for Modernization of Semi Mobile Crushers at OCII Project, RG-3 through GepNic e-procurement.

1. The Estimated value of the enquiry is **30.00 Crore**. Bidder shall submit bids with EMD of **3.00 Crore** and EMD in original in the form of Demand Draft is to be submitted to GM (MP) SCCL, Kothagudem. Scanned copy of the same shall be attached in e-procurement portal while submitting the bid (*Pl. refer EMD clause at para No. 21*).
2. The original Demand Draft against EMD should reach the Office of GM (MP) SCCL, Kothagudem within three working days after last date of submission of bid, otherwise the tender shall be treated as non-responsive.

**GM (Material Procurement)  
The Singareni Collieries Company Ltd.  
(A Govt. Company)  
KOTHAGUDEM COLLIERIES P.O – 507101  
DIST: KHAMMAM – TELANGANA  
**NIT DOCUMENT****

## **A. GENERAL INSTRUCTIONS:**

1. Bidders are advised to carefully read this NIT Document
2. SCCL may solicit the bidders consent for extension of the period of validity of the bid and EMD. The request and the responses there to shall be made by letter, fax or e-mail. Bidders accepting the request are not permitted to modify the bid.
3. SCCL reserves the right to seek clarifications in respect of the bids / supporting documents etc. from the bidders by letter / e-mail / fax.

### **4. NUMBER OF SOURCES & PURCHASE PREFERENCES :**

#### **a. Number of sources:**

Normally, SCCL floats enquiries for placing orders on single source only. However, depending up on the urgency / criticality, SCCL may float enquiries to place order on more than one source (maximum 4) as notified in the NIT subject to matching with L1 price on Landed Cost basis by qualified L2, L3, L4 firms and so on. In case, enquiries are floated to place orders on more than one source, the distribution will be as follows:

- i) For 2 sources in the ratio of 70:30.
- ii) For 3 sources in the ratio of 50:30:20.
- iii) For 4 sources in the ratio of 50:25:15:10

In case lead time and delivery schedule indicated in the offer or confirmed by the firm during techno commercial negotiations before opening the price bid is not meeting the SCCL's desired lead time and delivery schedule as notified in the NIT, SCCL will have right to increase the number of sources till the notified lead and delivery schedule are met, subject to matching with L1 firm's firm'd up price (on landed cost basis) by qualified L2, L3, L4 firms and so on.

Irrespective of the number of sources, 30% of the quantity is reserved for SCCL Ancillary units for the Ancillarized items. The 30% reserved quantity will be distributed among the SCCL Ancillary Units participated in the tender by submitting valid bids, subject to matching with L1 firm's firm'd up price. In case the Ancillary Unit / Units submitted bid / bids stood L1 or within the number of sources notified in the NIT, the reserved quota share will be over and above the share for which they are eligible as per NIT notification.

### **5. RIGHT TO REJECT THE OFFERS / CANCEL THE TENDER:**

SCCL reserves the right to reject any or all the offers without assigning any reason and to cancel the tender at any stage before release of order / award of contract. The decision taken by SCCL in this regard shall be final.

### **6. CORRESPONDENCE / DISPUTES DURING ENQUIRY STAGE:**

No correspondence / disputes will be entertained before placing order and the decision of the SCCL shall be final. In case of any dispute, after placement of order / contract, the matter will be referred to Arbitration in accordance with the Indian Arbitration Act. Failing which, any dispute or difference or any matter arising out of Contract or purchase order or incidental there to under this enquiry, shall be subject to jurisdiction of Competent Court at Khammam District in TELANGANA alone and not at any other place.

Status of tender submitted can be viewed in system track as detailed here under.

Visit [www.scclmines.com](http://www.scclmines.com) → ERP Customer/ Vendor report

Please mail to [erpvendors\\_reg@scclmines.com](mailto:erpvendors_reg@scclmines.com) for registration, vendor registration / user changes to view SCCL ERP MM module related to web reports (enquiry status). (Specify your vendor code & e-mail ID) → Login with user ID & Password sent by system generated mail.

### **7. COMMENCEMENT OF ORDER:**

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

## **B. INSTRUCTIONS TO FILL TECHNICAL BID AND TECHNICAL TERMS & CONDITIONS:**

8. New entrants for the enquired items shall clearly indicate their manufacturing facilities and technical capabilities to supply the enquired items or to carry out the work. SCCL may inspect the

manufacturing facilities of Bidder's for ascertaining the capabilities of the firm to manufacture and supply the quoted items.

9. Bidders are required to quote as per the technical specifications or as per drawings or as per part numbers mentioned in the NIT document. In case of change in part Nos. both old and new part Nos. should be mentioned. Otherwise the offer is liable for rejection.
10. In case, the enquiry is for procurement of Equipment / Plant & Machinery, technical leaflets, General Arrangement drawings, detailed specifications, detailed technical data, illustrated literature etc. shall accompany the bid. Otherwise the offer is liable for rejection.
11. In case, the enquiry is for bulk procurement of Goods / Materials, SCCL may ask the bidders to supply samples to Central Stores, Kothagudem at free of cost on FOR destination basis, well before schedule date of closing of the tender. All samples submitted must be clearly labeled with the supplier's Name, Address and Enquiry Number. The firm shall give an undertaking that the bulk supplies will conform to the approved samples, otherwise the offer is liable for rejection.
12. If the bidder is a manufacturer, he shall submit a copy of valid manufacturing license along with the bid, where ever applicable. Otherwise the offer is liable for rejection.  
If the bidder is an authorized dealer, the bidder shall submit copy of valid dealership certificate issued by manufacturer along with the bid. Otherwise, the offer is liable for rejection.
13. In case, the enquired items are to conform to BIS / IS specification(s) as per NIT document, the bidder shall submit a copy of valid BIS / IS license and Test Certificates stating that the quoted item(s) are manufactured in accordance with the said specifications.
14. Bidder shall accept the quantity tolerance limit, if any, as per NIT.
15. The approximate weight & Packing dimension of goods offered, wherever required should be mentioned.
16. In case, the Equipment / items enquired require approval of DGMS for use in coal mines, Bidder must submit copy of valid DGMS approval along with offer. Otherwise, the offer is liable for rejection. In case, the validity of DGMS approval is expired, the bidder shall submit documentary proof to the satisfaction of SCCL that the bidder has initiated action for renewal of approval and give an undertaking that copy of valid DGMS approval would be submitted before dispatch of the Equipment / Items to consider the offer.  
However, in case of imported equipment/material, the bidder shall give an undertaking that copy of valid DGMS approval or field trial approval would be submitted before dispatch of equipment/material to consider the offer.

**17. ELIGIBILITY FOR SUBMISSION OF BIDS:- Pl. refer Annexure - I**

- ~~a. Proven Manufacturers / Authorized dealers are eligible for submission of tenders~~
- ~~b. In case of Limited / Nomination enquiry, offers from the firms to whom the enquiry was sent or their authorized dealers only will be accepted.~~
- ~~c. In case of Open enquiry for procurement of sub-assemblies / spares from Original Equipment Manufacturer or Original Equipment Supplier or Original Part Manufacturer or Proven Part Manufacturers, offers from them or their authorized dealers only will be accepted.~~

**18. INSPECTION CRITERIA:**

SCCL at its option may carryout inspection of the items enquired at manufacturer's site or at SCCL's site. SCCL may engage third party like RITES etc., to carry out such inspections.

**19. QUALITY, WORKMANSHIP AND GUARANTEE / WARRANTY:**

- a. All Plant & Machinery, Equipment, Spares, Goods and Material offered shall be of best quality and workmanship and shall conform to the specifications stipulated in **Annexure II** / sample supplied and accepted, if any.
- b. All Plant & Machinery and Equipment shall have supplier's Guarantee for material, design, workmanship and performance for a period of 12 months from the date of commissioning or 18 months from the date of dispatch, whichever is earlier.
- c. All sub-assemblies shall have supplier's Guarantee for material, design, workmanship and performance for a period of 6 months from the date of commissioning or 12 months from the date of dispatch, whichever is earlier.
- d. All spares shall have supplier's warranty for rectification or replacement for any defects in material, design and workmanship noticed within a period of 6 months from the date of fitment or 12 months from the date of dispatch, whichever is earlier.
- e. However, if other Guarantee / Warranty period is stipulated in **Annexure I** of NIT Document, the same shall prevail over.

- f. The offer submitted with a Guarantee / Warranty less than the period stipulated in NIT document is liable for rejection.
- g. Authorized dealers, shall enclose a copy of valid authorization and guarantee / warranty letter regarding quality of material and service & spares support from manufacturer. Otherwise the offer is liable for rejection.

## 20. ELIGIBILITY CRITERIA FOR COMMERCIAL ORDER: Pl. refer Annexure - I

### ELIGIBILITY CRITERIA:

~~Manufacturers based in India and foreign-based manufacturers or through their authorized agents and having network facilities which include rebuild, repair and spare part warehouse facilities in India are eligible to submit their bids. Where bids are submitted by authorized dealers, it is essential that specific authorization from the manufacturer against each tender indicating Tender Reference Number has to be enclosed, failing which the offer is liable for summary rejection.~~

### PROVENNESS CRITERIA:

~~The equipment / item to be offered by the bidders' shall be considered proven provided the type and model of the equipment / item offered or similar equipment / item of higher specification must have been supplied in the past to the Mining Industry and / or to the other industries (Private or Government/ Public Sector Undertaking) and performed satisfactorily for a period of not less than one year from the date of commissioning.~~

~~If the equipment /item offered is supplied and has been commissioned at SCGL, at least one year prior to the date of publishing of this enquiry, its performance will be considered for evaluation. However, bidders are invariably required to upload the previous order copies of SCGL, if any.~~

~~The bidders should essentially submit authenticated copies (ink signed and stamped by the original manufacturer) of supply orders for the same /similar type & model of equipment / item offered (received by them) with details.~~

~~Bidders are required to submit Satisfactory Performance reports for the supplies made against the order copies submitted.~~

~~In case of supply to Govt. Sector/Public Sector, satisfactory performance report issued by authorized representative of the Company, duly signed and stamped, confirming that the quoted model or similar equipment / item of higher specification have performed satisfactorily for a minimum period of 1 year from the date of commissioning of the equipment / item shall be considered valid.~~

~~If the bidder submits two consecutive orders from the same Govt. firm/Public Sector firm/Same subsidiary with a gap of 12 months, performance reports will not be insisted.~~

~~In case of Private Sector, detailed Satisfactory Performance Report issued by Chief Executive Officer /Director (Head of Operations) / Head of the Project or Mining Unit shall be considered valid and the performance report should have been issued before the publication of this tender. In such cases, the name and designation of the signing authority should be clearly indicated in the Performance report and the reports should be authenticated and stamped by the bidder.~~

~~In case the bidder is unable to submit performance reports, a Self-certification duly signed and stamped by the bidder, confirming that the quoted model or similar equipment / item of higher specification have performed satisfactorily for a minimum period of 1 year from the date of commissioning of the equipment / item and there are no warranty /guarantee claims pending, shall be considered.~~

### FAILURE TO SUBMIT THE ABOVE DOCUMENTS MAY RENDER A TENDER UNACCEPTABLE.

~~In case, if at any point of time during procurement process or subsequently, it is detected that the above information and / or self certification given by the bidder (original equipment / item manufacturer) regarding performance of the equipment / item supplied by them is false, SCGL reserves the full right to take action as deemed fit including rejection of the offer and /or debarring the bidder in SCGL for all future tenders.~~

~~In case the offered model or similar equipment / item of higher specification have been supplied by the tenderer or their authorized dealers to SCGL and if such equipment / item has completed required period of performance as stipulated above, for the purpose of ascertaining the proven-ness, the performance established in SCGL, as per internal performance reports obtained from user Areas/departments, will be preferred. However, other performance reports submitted by the tenderer will be considered and the **decision of SCGL will be final.**~~

## **C. INSTRUCTIONS TO FILL COMMERCIAL BID AND COMMERCIAL TERMS & CONDITIONS:**

### **21. EARNEST MONEY DEPOSIT (EMD):**

#### **a. Submission of EMD:**

Bidder shall submit bid along with EMD, unless exempted. Bid submitted without EMD will be summarily rejected. The EMD shall be paid in the form of Demand Draft drawn on any Nationalized / Scheduled Banks located in Kothagudem (presently, State Bank of India / State Bank of Hyderabad / Indian Overseas Bank / Andhra Bank / Vijaya Bank / ICICI Bank / HDFC Bank / ING Vysya Bank/ Axis Bank/ Karur Vysya Bank) in favour of The Singareni Collieries Company Limited, payable at Kothagudem, Khammam Dist; TELANGANA.

The copy of the Demand Draft is to be scanned and uploaded in the e-portal, otherwise the bid is liable for rejection.

The original Demand Draft against EMD should reach the Office of GM (MP) SCCL, Kothagudem within three working days after last date of submission of bid, otherwise the tender shall be treated as non-responsive.

- i) In case the offer is for all NIT items and for entire tendered quantity, EMD amount shall be as specified in the NIT.
- ii) In case the offer is for part of the NIT items and / or quantity, EMD amount shall be 1% of offer value for the items / quantity quoted. If the EMD amount paid is lower than 1% of the offer value, the offer is liable for rejection.
- iii) No interest will be paid on the EMD.
- iv) EMD of unsuccessful bidders, (other than those who have submitted permanent BG) will be refunded immediately after the bidder is declared unsuccessful.
- v) EMD of successful bidders will be refunded on submission of Performance Bank Guarantee (PBG).
- vi) Wherever PBG clause is not applicable, EMD of successful bidder will be refunded after faithful execution of the order.
- vii) EMD paid against earlier enquiry (ies) will not be adjusted for the current enquiry.

#### **b. Exemption for submission of EMD:**

The following are exempted from submission of EMD:

- i) All Government Undertakings.
- ii) OEMs, OESs and Foreign manufacturers for supply of spares.
- iii) Foreign manufacturers for capital items, if they are Proven Suppliers to SCCL for the enquired items.
- iv) Firms registered with Directorate General of Supplies & Disposals (DGS&D) for enquired items.
- v) Firms registered under Micro, Small and Medium Enterprises Development (MSMED) Act for enquired items.
- vi) Ancillary Units / Subsidiaries of SCCL.
- vii) ~~Firms submitted Permanent Bank Guarantee to SCCL.~~

The Bidder exempted from submission of EMD shall upload the scanned copy of documents online in support of exemption, during bid submission; otherwise the offer is liable for rejection.

#### **c. Forfeiture of EMD:**

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

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

### **22. OFFER VALIDITY:**

Bidder shall keep the offer valid for a period of 6 months from the date of opening of the tenders. The offer with less validity period than stipulated is liable for rejection.

## 23. BIDDER'S DETAILS:

Bidder shall furnish the following information:

- a. Name and address, Phone number, Fax number, e-mail ID and Name of the contact person.
- b. Indicate clearly, the constitution of the bidder i.e., Sole Proprietorship, Partnership, limited liability company etc., together with names of proprietor, partners and directors respectively.
- c. Indicate clearly, if it is a Government company, MSME or SCCL ancillary unit or DGS&D registered firm. A copy of valid documentary proof shall be enclosed.
- d. Indicate clearly, whether the bidder is a Manufacturer, Dealer or Trader.
- e. In case of overseas supplies, the country of origin of the materials offered shall be clearly specified.
- f. Banker's Name and address together with Branch Code and IFSC / RTGS Code.
- g. Tax registration and other details to the extent applicable along with documentary evidence. :
  - i) TIN Registration No.
  - ii) TOT Registration No.
  - iii) CST Registration. No.
  - iv) Central Excise Registration No.
  - v) Service Tax Registration No.
  - vi) IT PAN Registration No

## 24. DELIVERY TERMS

### I. For Domestic Bidders:

[ The Indian Bidder must quote their unit rates in Indian Rupees only ]

Bidders shall quote price on FOR Destination basis in Indian Rupees only.

The safe arrival of stores at destination shall be the responsibility of the supplier. Prices quoted must be FIRM till delivery; otherwise the offer will be rejected. The bidder should quote their unit rate on FOR (Free on Road / Rail) destination basis as per the requirement of BOQ (Sheet for Domestic Bidder) with break-up e.g. (i) Basic Ex-works Price. (ii) Packing & Forwarding charges, if any. (iii) Freight, Insurance, Installation Charge applicable, if any.

### II. Overseas Supplies

Bidders shall quote price on FOB/CIF. Loading will be done as mentioned below for Evaluation on Landed Cost Basis

Basic Customs Duty @7.5%

Sl. No.	FOB Price & details	FOB		CIF
		Other than USA,Canada Japan	For USA,Canada Japan	
1	FOB Price(Cost) C	100	100	
2	Marine Frieght on FOB @ 10% other than USA/ 12% USA	10.00	12.00	
3	Cost + Freight (1+2)	110.00	112.00	
4	Marine Insur 0.068875% on (100+12=112+15.68 i.e.ST 14% on 112) (112+15.68=127.68x0.068875%= 0.0879396)	0.0864	0.0879	
5	CIF Value	110.0864	112.0879	100.0000
6	Landing charges@1%on CIF	1.101	1.121	1.000
7	Assessable Value(5+6)	111.187	113.209	101.000
7a	Basic duty @7.5% on 7	8.339	8.491	7.575
7b	CVD 12.5% on (7+7a)	14.941	15.212	13.572
7c	Customs Edn.Cess @3% on 7a+7b	0.6984	0.7111	0.6344
7d	Addl.Duty @4% on 7+7a+7b+7c	5.407	5.505	4.911
8	Customs Duty @26.428% on Assessable Value or (7a+7b+7c+7d)	29.385	29.919	26.693

9	Service charge on discounted Insurance premium C&F =112x0.068875%x14%	0.0106	0.0108	
10	Sub total (7+8+9)	140.583	143.139	127.693
10A	Port Handling, Inland Freight& other charges@5% on FOB/CIF	5.00	5.00	5.00
11	Sub-Total (10+10A)	145.583	148.139	132.693
12	Less Landing charges(6)	1.101	1.121	1.000
13	Total(11-12)	144.482	147.018	131.693
13a	SBC @0.5% on Marine Insurance premium C&F(S.No.4) =112*0.5%*0.068875%=0.0004 & SBC @0.5% on discounted insurance premium C&F(S.No.9) =112*0.5%*0.068875%=0.0004	0.001	0.001	
13b	KKC @0.5% on Marine Insurance premium C&F(S.No.4) =112*0.5%*0.068875%=0.0004 & KKC @0.5% on discounted insurance premium C&F(S.No.9) =112*0.5%*0.068875%=0.0004	0.001	0.001	
14	Total	144.483	147.020	131.693
15	Conversion Factor for loading (14/1)	1.44483	1.47020	1.31693
16	Less: Cenvat Credit (7b+7d+9)if yes	20.358	20.728	18.483
17	Total(14-16)	124.125	126.291	113.210
18	Conversion factor for loading (17/1)	1.24124	1.26291	1.13210

Bidder may quote in EURO / USD / AUD/ GBP / YEN. In case the bidder quotes in the said foreign currency, the exchange rate in Indian Rupees as on the date of price bid opening will be considered to arrive at the Landed Cost for evaluation:-

## 25. STATUTORY TAXES, DUTIES AND LEVIES ETC. :

- I. Central Excise Duty, Central Sales Tax / AP VAT, Service Tax, Works Contract Tax, Entry Tax, Royalty, Customs Duty, Countervailing Duty (CVD), Special Additional Duty (SAD) and any other statutory Taxes, Duties, Cess, Levies etc., applicable under Central / State / Provincial Act etc., shall be clearly mentioned in the offer duly indicating the applicable rates as mentioned below:
  - a. **Central Excise Duty:**
    - i) When the offered items are Excisable, the bidder shall clearly mention "Excise Duty" in their bid along with the rate applicable unless exempted.
    - ii) The bidder shall invariably mention their excise registration number and 8 Digit Excise Tariff Code and description of excisable goods (HSN) as per Central Excise Tariff Act 1985 (CETA 1985) of the enquired items in the BOQ Format of their offer.
    - iii) If the Firm is an MSME Unit and is availing exemption of Excise Duty as per the provisions of the Act, the Firm shall specifically mention the same besides informing Item Tariff Code, rate of Duty otherwise applicable. The Firm shall also confirm that in the event the Firm crosses the exemption limit it would absorb Excise Duty on the goods supplied after exemption limit is crossed and breakup of Excise Duty shall be given in the Invoice within the overall agreed price and submit Excise invoice.
    - iv) In order to enable SCCL to avail CENVAT credit, if the bidder is a Manufacturer he should submit Excise Invoice and commercial invoice or Excise cum Tax Invoice.
    - v) In case the bidder is an authorized dealer/ distributor of the manufacturer, he should issue Cenvatable Invoice to enable SCCL to avail Cenvat Credit.
    - vi) If the bidder is a manufacturer but offers to supply through their authorized dealer, such supply shall be effected by his dealer under cenvatable invoice. Otherwise, the manufacturer himself shall effect delivery under central excise invoice to enable SCCL to avail cenvat credit.
    - vii) If the Dealer is an importer he should submit importer invoice to enable SCCL to avail cenvat credit.
    - viii) Bidders submitting their offer as Excise duty inclusive shall indicate the Minimum CENVATABLE amount. If the same is not indicated, their offer will be evaluated without considering CENVATABLE amount. No future correspondence will be made on this. Bidder is requested to refer BOQ for this.

ix) The Bidders shall consider the following aspects while submitting their bids:

- In case the item is not excisable under CETA 1985 the same shall be specifically confirmed by the manufacturer if supply is to be made by him directly. In case the goods to be supplied by an authorized dealer are not excisable, he shall submit a certificate to that effect from their manufacturer / principals.
- In case the bidder mentions in their offer that the central excise duty is not applicable and in case Excise duty becomes applicable at a later date during the order validity period the same shall be absorbed by the bidder and shall submit Excise Invoice.
- The successful bidder will be required to submit Original Excise Duty Invoice cum gate pass and Disclaimer Certificate to the paying authority as indicated in the Purchase Order. Further, the supplier shall also ensure submission of duplicate copy (transporter copy) of proper invoice under rule 11 of Central Excise Rule 2002 or any other document in lieu thereof duly prescribed under Central Excise Rule 2002 and / or CENVAT credit rules, 2002 to the consignee i.e., respective Area Stores officer, SCCL. The Excise Invoice cum delivery challan should show the full details of the consignee.

**b. Central Sales Tax (CST) / AP VAT ( UNDER APVAT ACT 2005):**

- i) The bidder shall clearly mention the "Sales Tax (i.e. Central Sales Tax for interstate supplies) or VAT under AP VAT Act, 2005" in their bid along with the rate applicable. In case of CST, whether the rate of tax mentioned in the offer is with or without Form "C" shall also be indicated.
- ii) For supplies made by the manufacturer / dealer registered under AP VAT Act, 2005 shall issue TAX INVOICE to enable SCCL to avail *INPUT TAX CREDIT* on eligible goods.

**c. Service Tax (ST), Swachh Bharat Cess (SBC) & Krishi Kalyan Cess(KKC):**

- i) When the services offered are covered under Service Tax, the bidder shall clearly mention "Service Tax" & Swachh Bharat Cess (SBC) in their bid along with the rate applicable. Offers submitted with "Service Tax" as Inclusive are liable for rejection.
- ii) The bidders shall indicate Service Tax Registration No. and the category under which levy of Service Tax is applicable in their offers.
- iii) The successful bidder shall raise Tax Invoices indicating the component of Service Tax Swachh Bharat Cess (SBC) & Krishi Kalyan Cess(KKC) while claiming payments.
- iv) Following information shall be provided in Tax Invoice by the Service Provider to enable SCCL to avail Cenvat Credit.
  - Sl. No. and Date of the Invoice/Bill for the service rendered.
  - The name & address and registration no. of the service provider.
  - The name & address and registration no. of the service receiver.
  - Description, classification and value of taxable service provided or to be provided.
  - The service Tax, Swachh Bharat Cess (SBC) & Krishi Kalyan Cess(KKC) payable.

**d. Works Contract Tax (WCT) (UNDER APVAT ACT 2005):**

- i) If the work for which the NIT relates to attracts Works Contract Tax under APVAT 2005, The Bidder shall clearly mention whether he is opting for payment of Works Contract Tax (WCT) under Composition Scheme or under material identification basis. If nothing is mentioned, SCCL will presume WCT under composition scheme and evaluation and payment will be made accordingly.
- ii) Bidder shall comply with all the procedural requirements under APVAT ACT 2005, i.e Possession of TIN, Notifying of his option for payment of WCT under composition scheme by filing Form 250 with Assessing Officer, furnishing of Form 501A with the paying authority of SCCL for issue of TDS certificate etc.

**e. Entry Tax:**

Bidders have to quote Entry Tax, wherever applicable.

**~~f. Royalty:~~**

~~Bidders shall mention Royalty details and shall also enclose valid Mining Lease granted to them or to their principal suppliers, where ever required.~~

**g. Customs Duty (CD), Countervailing Duty (CVD) and Special Additional Duty (SAD):**



CD, CVD & SAD are applicable for overseas supplies. However, the bidder has to quote on FOB price basis only. For like to like comparison, loading will be done by SCCL as per the applicable rates.

**h. Any other Taxes / Duties applicable:**

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

**26. TAX CREDIT (ITC/CENVAT):**

- i) SCCL is having centralized registration under Central Excise rules, Service Tax rules and APVAT rules as furnished hereunder:  
Central Excise Registration No : AA ACT8873FEM001  
Service Tax Registration No : AA ACT8873FST001  
TIN/CST No (Under APVAT Act 2005) : 36150117915  
PAN (Under Income TAX ACT, 1961) : AA ACT8873F
- ii) At the time of evaluation of offers of the bidders, SCCL will consider Tax Credit (ITC/CENVAT) in respect of eligible goods / services indicated in the Commercial Bid Format and their commercial status will be arrived at accordingly.
- iii) Successful bidder shall quote the above registration Nos. / PAN in all his invoices and documents against supplies, wherever required as per the provisions of the statutes, to enable SCCL to avail Tax credit.

**27. ERECTION & COMMISSIONING / REPAIR / MAINTENANCE CHARGES:**

- a. When the enquiry / offer require erection & commissioning of equipment at site, the bidder may quote charges for the same along with service tax separately.
- b. When the enquiry / offer are for repairs / maintenance with or without supply of spares (i.e. CMC / AMC), the bidder shall quote charges for the same along with service tax separately.

**28. SUBMISSION OF BIDS ON FIRM PRICE BASIS:**

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

However, if Price Variation Formula is stipulated in **Annexure I** of NIT document, the same shall prevail over.

**29. SCCL PAYMENT TERMS: Pl. refer Annexure – I**

**~~I. For Domestic Supplies:~~**

~~Payment will be made by way of RTGS. RTGS charges if any will be to firm's account. If the firms opt for payment through cheque / DD, payment will be made accordingly. DD charges if any will be to firm's account. For RTGS payment, bidders are advised to indicate their Bank details in their offer. a) Name of the Bank. b) Branch Name. c) Branch Code. d) Account No. e) MICR Code. f) IFSC/RTGS Code.~~

**~~a. For Capital Items :~~**

~~For regular commercial orders placed on domestic equipment manufacturers or their authorized dealers, 80% value of the equipment supplied along with 100% Taxes / Duties / Cess / Levies applicable as per terms and conditions of the order will be paid within 30 days from the date of receipt and acceptance of material at SCGL stores and balance 20% value of the equipment supplied along with 100% installation & commissioning charges, if any, will be paid within 30 days of installation & successful commissioning of the equipment.~~

**~~b. For Revenue items:~~**

~~For regular commercial orders placed on domestic suppliers, 100 % value of the items supplied along with 100 % Taxes / Duties / Cess / Levies applicable as per terms and conditions of the order will be made within 30 days from the date of receipt and acceptance of material at SCGL stores.~~

**~~ii. For Overseas Supplies:~~**

~~100% FOB value shall be payable by way of an irrevocable divisible and unconfirmed Letter of Credit as mentioned below. Letter of Credit for 100 % FOB value will be opened subject to acceptance of the order and submission of bank guarantee for 10% of the order value. In case the firm wants confirmed Letter of Credit, the charges shall be borne by the firm.~~

- ~~i) 80% of FOB value of equipment & spares will be released at sight of shipping documents along with DGMS approval if required.~~
- ~~ii) Balance 20% of FOB value of the equipment along with 100% charges for erection & commissioning of the equipment, if any, will be released after successful erection, commissioning and testing as specified in the order.~~
- ~~iii) In case of spares, balance 20% payment will be released after receipt and acceptance of the material.~~

**30. DELIVERY SCHEDULE: PI. refer Annexure - I**

~~Bidders must clearly mention lead time required and delivery schedule in the bids for the enquired items. Successful bidder shall supply the enquired items in accordance with lead time and delivery schedule as indicated in the Commercial Bid Format or confirmed during techno-commercial negotiations.~~

**31. LIQUIDATED DAMAGES (LD): PI. refer Annexure-I**

~~In the event of supply not being effected within the contractual delivery schedule, liquidated damages @ 1% of basic price, not by way of penalty, of the value of the material per week of delay or part thereof subject to a maximum of 10% is recoverable from the supplier without prejudice to the rights of purchaser to procure the balance material at the risk and cost of the supplier. The payment or deduction of such damages shall not relieve the supplier from the contractual obligation to complete the supply or balance portion thereof in time as stipulated in the contract.~~

**32. FORCE MAJEURE CONDITIONS: PI. refer Annexure - I**

**~~Force Majeure conditions means the interruptions caused to supplies or works due to:~~**

- ~~a) Any riots or civil commotion.~~
- ~~b) Any war or hostilities.~~
- ~~c) Any natural calamities such as earthquake, Flood, Tempest and other natural and physical disasters.~~
- ~~d) Any accident by the fire or explosion.~~
- ~~e) Any law and order proclamation, regulation/ordinance affecting the production /dispatch of the goods.~~
- ~~f) Power failures.~~
- ~~g) International sanctions /embargo.~~

~~Any claim under force majeure should be submitted within 15 days of happening of force majeure conditions. The force majeure event shall be supported by a certificate from the appropriate authority. If force majeure conditions continue to exist for more than 60 days, SCGL at its discretion can cancel the order without any penal consequences for SCGL.~~

**33. PERFORMANCE BANK GUARANTEE (PBG): PI. refer Annexure - I**

- a. The successful bidder, within one month from the date of receipt of letter of intent / firm order should submit a Consolidated **Bank Guarantee issued by any Public Sector Banks (SBI & Associates and Nationalized banks)** as mentioned below as per Proforma enclosed (Annexure – VI): However, where value of BG is Rs.5 lakhs and above, the BG should be obtained from the bank branches situated at Hyderabad / Kothagudem.
  - i) 10% of the order value for supply of equipment
  - ii) ~~5% of the order value for supply of sub-Assemblies / spares.~~
  - iii) ~~2.5% of the order value per year for supply of sub-assemblies/ spares on rate contract basis.~~
- b. The above PBG shall be valid up to 3 months over and above the Guaranty / Warranty period. In case there is a delay in supply of material for whatsoever reason, the Bank Guarantee shall be extended suitably three months before its expiry.
- c. In case the firm fails to submit consolidated Performance Bank Guarantee as stipulated in NIT document, consignment wise amount at the rates mentioned as per clause No. 33(a) will be deducted from bills payable to the firm against supplies made.
- d. In case the firm fails to fulfill Guarantee / Warranty terms of the order:
  - i) The PBG submitted as mentioned at clause No. 33(a) will be invoked.
  - ii) The amount deducted as mentioned at clause No. 33(c) will be forfeited.

As the system of permanent BGs is dispensed with, the successful bidder though submitted Permanent Bank Guarantee have to submit Performance BGs as per clause 33.(a).

#### **34. PRICE FALL CLAUSE:**

Bidder shall pass on the benefit to the SCCL on its own, in case the bidder sells same item to any Public or Private sectors within a period of 6 months from the date of receipt of order at price less than the price offered to SCCL with same terms and conditions, otherwise, SCCL reserve its right to recover 1½ times the difference amount from the running bills anywhere in the company for the items delivered and to be delivered. In case the running bills amount is not sufficient, SCCL may give notice to pay the amount, the bidders shall pay the amount within 15 days of receipt of the notice, otherwise the amount will be recovered by invoking the Performance Bank Guarantee.

#### **35. RISK PURCHASE CLAUSE: Pl. refer Annexure-I**

~~In case the supplier fails to deliver the goods / items within the delivery schedule prescribed in the order and SCCL is forced to purchase such goods / items from any other source at a higher price, the supplier shall pay the difference amount to SCCL. The defaulted supplier shall have no claim over the quantity, which they failed to supply.~~

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

#### **36. QUANTITY VARIATION:**

~~The bidder shall agree to accept part order at unit prices without limitation and accept to enhancement of ordered quantity up to 40% during the order validity period at the same price, terms and conditions of original order.~~

#### **37. UNSOLICITED DISCOUNT:**

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

SCCL reserves the right not to accept the lowest bid.

38. If goods are supplied in standard packing, tins, bundles, sets, kits, pairs, clear details as to the contents of each standard packing with particulars like Numbers / weight / capacity and the rate per standard packing should be quoted.

In case of pairs, the rate per pair should be quoted. Weights quoted should be in Metric system only.

39. ~~OEM or Manufacturers of sub-assemblies / spares or their authorized dealers while submitting offers shall submit current price list along with the offer.~~

## **D. INSTRUCTION TO FILL PRICE BID & EVALUATION CRITERIA:**

### **40. BIDDING CURRENCY:**

Bidders shall submit price bid format as per E-procurement format only. Bidders quoting for domestic supplies shall quote in Indian Rupees only. However, bidders quoting for overseas supplies may quote in Euro / USD / AUD / GBP / Yen.

- 41.** If the bidder is registered with DGS&D for supply of offered items, he shall not quote more than the rates published in DGS&D rate contract. Documentary proof for the same shall be enclosed.

### **42. PRICE BID EVALUATION CRITERIA: As per Annexure - I**

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

~~Foreign bids will be evaluated on Landed Cost Basis in Indian Rupees duly considering exchange rate as on the date of price bid opening and loading as mentioned at clause No. 24 (II) and Tax Credits, if any, provided the same is notified in the NIT.~~

## **GENERAL TERMS & CONDITIONS:**

### **43. SUPPLY OF PLANT & MACHINERY, EQUIPMENT, SPARES, GOODS AND MATERIAL OF GOOD QUALITY, GOOD WORKMANSHIP, AS PER SPECIFICATIONS / SAMPLES:**

- a. In case the order is for supply of Plant & Machinery, Equipment, Spares, Goods and Material, all the Plant & Machinery, Equipment, Spares, Goods and Material supplied against the Purchase Order shall be of best quality and workmanship and shall conform to the specifications stated in the Purchase Order.

Where any Plant & Machinery, Equipment, Spares, Goods and Material supplied is rejected on account of its not conforming to the specifications / samples or being of bad quality or workmanship or due to non-compliance to any other clause of the contract, the supplier shall promptly replace / rectify the rejected material or Plant & Machinery, Equipment, Spares, Goods and Material at the discretion and satisfaction of Singareni Collieries Company Limited. All expenditure incurred on account of such replacement / rectification shall be entirely borne by the Supplier.

The Singareni Collieries Co. Ltd. also reserves the right not to seek any such rectification / replacement, but may desire the defective Plant & Machinery, Equipment, Spares, Goods and Material to be removed from the Company's premises and terminate the contract. In such a case the Supplier shall remove the material as aforesaid at their cost and pay to the Singareni Collieries Co. Ltd., any money paid for the cost of Goods in part or full together with interest within a period of 30 days on being informed to do so and in case of non-compliance by the Suppliers, Company may proceed to recover the same by encashment of performance bank guarantee, recovery from the amounts payable to the firm for supplies made against any other contract/order or recover the same by process of Law. SCCL can also invoke risk purchase clause in such cases.

The supplies, which are rejected due to non-compliance to the specifications, 30 days notice will be given to the supplier for removal of such goods. Ground rent @ 1% per week will be charged and if the supplier fails to remove such goods within 90 days, the same will be confiscated and disposed off by SCCL by way of Public Auction or other mode of disposal and proceeds will be appropriated towards ground rent and other charges.

- b. In case the order is for Supply, Erection and Commissioning of Plant & Machinery, requiring inspection and test after erection at site, if the completed plant or any portion thereof is found defective or failure is noticed in any of the part, requiring fulfillment of contract, before the plant is taken over, the Singareni Collieries Co. Ltd., shall give the supplier Notice setting forth details of such defects or failures and the Supplier shall forthwith make the defective plant good, or alter the same to make it comply with the requirement of the contract. Should he fail to do so, within a reasonable time, Singareni Collieries Co. Ltd., may reject and replace at the cost of the Contractor the whole or any portion of the plant as the case may be, which is defective or fails to fulfill the requirements of the contract.

### **44. IN CASE THE ORDER IS FOR SUPPLY OF EQUIPMENT / SPARES AND TO CARRYOUT ERECTION / REPAIR / MAINTENANCE Etc. AT SCCL SITE:**

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

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

#### 45. PACKING:

Where contrary to the terms incorporated in the general terms and conditions of the Purchase Order regarding packing etc., if it is noticed that Suppliers have failed to take adequate precautions as to Packing, the Purchaser shall bring to the notice of the Supplier the damage noticed, if any, to the goods in such packages and request free replacement / rectification of the damages within a period of 20 days. On the failure of the supplier to do so, the Singareni Collieries Co.Ltd., reserves the right to get such rectification / replacement carried out from other sources and the amount spent on such rectification/replacement shall be deducted from the original Supplier's Bills.

Where the payment in full or major portion thereof, is already effected, it will be the responsibility of the Supplier, to rectify/replace the damages, failing which the Purchaser reserves the right to claim such an amount by the process of Law.

#### 46. Material should be booked to the consignee and not to self.

#### 47. DISPATCH DOCUMENTS:

##### a. Domestic Supplies:

The supplier is responsible for obtaining clear receipt from the Transport Authorities specifying the goods dispatched. He shall not book any consignment on a 'Said to contain ' basis. If he does so, he does it on his own responsibility. The Singareni Collieries Co. Ltd., will take no responsibility for short deliveries or wrong supply of goods when the same are booked on 'Said to contain' basis.

The Singareni Collieries Co. Ltd shall pay for only such stores as are actually received by them in accordance with the contract.

The following documents are to be submitted to the consignee i.e. Area Stores, along with each consignment.

- i) Duplicate copy of Commercial Invoice / Taxable Invoice
- ii) Packing list / delivery challan
- iii) Original LR / RR
- iv) Excise invoice – “Duplicate for transporter”
- v) Copies of Test certificates
- vi) Relevant valid IS Certificates
- vii) Drawings, Operating & Maintenance manuals, wherever applicable.

The following documents are to be submitted along with each consignment to AGM(F&A) / DGM(F&A) of respective areas.

- i) Original Commercial Invoice / Taxable Invoice in duplicate

- ii) Excise Invoice – “Original for buyer”

**b. Overseas Supplies:**

The following documents are to be submitted in triplicate along with each consignment.

- i) Certificate of origin.
- ii) Commercial invoice.
- iii) Packing list.
- iv) Bill of Lading / Air Way Bill.
- v) Warrantee certificate.
- vi) Test Certificate.
- vii) Certificate of conformity to order specifications.
- viii) Certificate of shipment.
- ix) Sea worthiness certificate.
- x) Copy of the valid DGMS approval wherever applicable.
- xi) Any other documents as requested by SCCL.

- C. In case, the imported consignments are supplied by the Indian dealer in addition to the documents mentioned above, the dealer shall submit:

- a. Valid authorisation letter from their principal's
- b. Valid import license
- c. Importer's invoice.
- d. Bill of entry, evidencing import.

**48.** Wagon / Lorry loads will be weighed at the Wagon / Lorry weigh bridge of the Collieries and payment made on weights so recorded.

**49.** Goods must be booked at Railway's / Transporters Risk wherever possible so that open delivery may be taken and claims, if any, put up to the Railway for shortage or breakages which will also be intimated to the Suppliers. If Railway Receipt contains defective endorsement, the buyer retains the right to hold the supplier responsible for any shortage or damages. Against materials booked at owner's risk, if shortages or breakages are noted, the matter will be intimated to the supplier immediately for making goods shortage and breakage.

**50. DISPATCH TO WRONG DESTINATION:**

Goods dispatched to wrong destinations and names of destinations / Rly. Stations mentioned wrongly, will not be accepted, and any expenses connected thereto, have to be borne by the Supplier. The Company reserves the right to reject the consignments in such cases.

**51. BANK CHARGES:**

- a. Wherever under this order full/part payment is accepted against documents sent through Bank, it is made clear that no Bank charges or Bank Interest would be paid. In case such interest is still charged, the Singareni Collieries Co. Ltd., reserves the right to refuse to retire the documents, altogether and resultant demurrages, rebooking charges, etc., would be entirely to suppliers account.
- b. The Singareni Collieries Co. Ltd., do not accept any conditions/stipulations for release of documents in certain number of days. However, the suppliers should ensure presentation of documents in time to see that no demurrage is incurred.

**52. DEMURRAGE / WHARFAGE:**

In case where documents are negotiated through Bank, any consequential charges e.g., demurrage / wharfage charges, due to late retirement of documents on account of:

- i) Violation of the inspection clause.
- ii) Material despatched after expiry of delivery period without obtaining approval in advance for extension of delivery period.
- iii) Despatch of materials not as per schedule / mode of dispatch / approved transporter as per P.O.
- iv) Late receipt of invoice or
- v) Due to violation of any other clause / clauses of the purchase order,

will be to the vendor's account. Supplier would also be responsible for all such payments due to late receipt of RR/LR and other documents. Supplier shall advise the banker to accept payment as made by SCCL after deducting such charges for releasing the documents.

**53. LIQUIDATED DAMAGES FOR DELAYED SUPPLIES:**

While preparing invoice, penalty amount payable due to late delivery should be deducted from the invoice amount payable. Otherwise, documents will not be cleared and no payment will be made and any demurrages/ wharfage arising out of such non-compliance have to be borne by the Supplier.

#### **54. EXTENSION OF TIME:**

Extension of delivery period will be granted in case of force majeure conditions. However, without prejudice to the foregoing rights, failure to deliver the goods / material as per schedule have arisen due to any reasonable cause, Singareni Collieries Co. Ltd., may grant extension of the time, provided the Supplier has applied in advance, for extension of Delivery Schedule, stating the reasons thereof on production of documentary proof and in such case levying liquidated damages for delayed deliveries may be waived fully or partly but decision of the Singareni Collieries Co. Ltd., in this matter shall be final. No material should be despatched unless permission for extension of delivery period is obtained from the Singareni Collieries Co. Ltd., in writing and in such cases, the amount arising out of Liquidated damages for delayed supplies, should be deducted from the amount of invoice invariably or else the document will not be released and any loss due to demurrage / wharf age etc. will be to suppliers account only. The decision of the Singareni Collieries Co. Ltd., will be final and binding on the supplier.

#### **55. CANCELLATION OF CONTRACT IN PART OR IN FULL:**

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

#### **56. CONSEQUENCES OF BREACH:**

##### **a. Deliveries:**

The delivery schedules are either furnished in the Purchase Order or given by the respective areas. The time and the date of delivery of the Stores, stipulated in the Purchase Order, shall be deemed to be the essence of the contract and delivery must be completed no later than the dates specified therein. Should the supplier fail to deliver these Stores or any consignment thereof, within the period prescribed for such delivery, the Singareni Collieries Co. Ltd., at their option, shall be entitled to take following action against the Suppliers.

- a) S.C.C.L. at their option may recover from the contractor towards liquidated damages a sum as indicated in the order subject to force majeure conditions which are to be substantiated with documentary evidence.

Or

- b) Cancel the order and to purchase elsewhere without notice to the Suppliers on account and at the risk of the Supplier, the Stores not delivered or otherwise of a similar description (Whether or not the Stores ordered on others or exactly Complying with order pending, the decision of The Chief of Purchase in this regard will be final) without cancelling the contract in respect of consignments not yet due for delivery.

In the event of action being taken under (ii) The Supplier shall be liable for any loss which The Singareni Collieries Co. Ltd., may sustain on that account, but the Supplier shall not be entitled to any gain on Purchases made against default and to forfeit Security Deposit fully or in part.

- b. Whenever under this contract, any such money is recoverable from and payable by Supplier, the Singareni Collieries Co. Ltd., shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum due to which at any time thereafter, may become due from the Supplier in this or any other contract. Should this sum be not sufficient to cover the full amount

recoverable, the Supplier shall pay to the Singareni Collieries Co. Ltd., on demand the remaining balance. The supplier shall not be entitled to any gain on any such Purchase.

- c. Performance Bank Guarantee will also be forfeited for any breach of contract.

#### **57. LAWS APPLICABLE:**

The contract shall be governed by the Laws of Indian Union for the time being in force. The marking of all Stores supplied must comply with the requirements of Indian Laws relating to the merchandise marks and all the Acts and rules made under such Laws.

#### **58. INDEMNITY:**

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

#### **59. ARBITRATION:**

***Normally all disputes should be settled by negotiations between the Company and the concerned parties.***

***In case any dispute / difference is not settled through negotiations, the respective parties can seek remedy by Arbitration by invoking the same within 120 days of dispute.***

- (a) *In case of any dispute Sole Arbitrator shall be appointed from the list of 3 judicial officers maintained by SCCL duly following the provisions of Arbitration and conciliation act 1996 as amended from time to time. The list of such names shall be forwarded to the party as and when the party requests for resolving the dispute. Such Judicial Officer as chosen by the party will be appointed by the Chairman & Managing Director to adjudicate the dispute as a Sole Arbitrator. The Arbitrator so appointed shall conduct the proceedings in accordance with the Arbitration & Conciliation Act, 1996 as amended from time to time and pass a reasoned award. Both the parties should bear the cost of the arbitration equally.*
- (b) *If the Sole Arbitrator appointed by the Chairman & Managing Director of the Singareni Collieries Company Limited is unable to continue as an Arbitrator for any reasons to be recorded in writing and the Chairman & Managing Director of Singareni Collieries Company Limited thinks fit for appointment of a new Arbitrator in the place of existing Arbitrator, he is having a power to do so. Such new Arbitrator shall be appointed following the same procedure as contemplated in (a) above.*
- (c) *As and when such new Arbitrator is appointed, he can either continue the arbitration proceedings from the stage where the earlier Arbitrator discontinued his proceedings or alternatively the new Arbitrator may start proceedings de novo if the circumstances warrant him to do so.*
- (d) *Failing to invoke Arbitration Clause within 120 days of dispute, the matter is to be decided by Civil Courts at Khammam District in Telangana alone and not at any other place.*
- (e) *Fee and expenses payable to the Sole Arbitrator shall be governed by the Arbitration & Conciliation Act, 1996 as amended from time to time and shall be borne equally by both parties to the dispute.*

#### **60. WORK AND PAYMENT DURING ARBITRATION:**

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

#### **61. JURISDICTION:**

The Courts at Khammam district in the state of TELANGANA only shall have jurisdiction to deal with and decide any legal matter or dispute whatsoever arising out of this contract including disputes arising on encashment of Bank Guarantees.

#### **62. CORRESPONDENCE AFTER PLACING ORDER:**



After placing the order, correspondence related to issues regarding supplies, payments & penalties shall be made with the consignee only. In case the issues are not settled at consignee level, correspondence shall be made with the area CGM / GM concerned. In case the issues are not settled at area CGM / GM level, correspondence shall be made with CGM (Purchase). In case the issues are not settled at CGM (Purchase) level, correspondence shall be made with Director (Operations). In case the issues are not settled at Director (Operations) level also, correspondence shall be made with C&MD. Bidder is advised to visit SCCL's web site [www.scclmines.com](http://www.scclmines.com) for name and address phone number, and e-mail ID of consignee, area CGMs / GMs, CGM (Purchase), Director (Operations) and C&MD.

### **63. BRIBES & GIFTS:**

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

### **64. Limitation of Liability :**

It is agreed by the Parties that the Supplier shall have no liability to SCCL whatsoever (whether in contract, tort, negligence, breach of statutory duty, restitution, equity, nature justice or otherwise) for any loss (whether direct, indirect or consequential), loss of profits, loss of business, loss of revenue, loss of production, loss of anticipated savings, depletion of goodwill and like loss (whether direct, indirect or consequential), or indirect or consequential loss, howsoever caused arising out of or in connection with this contract or otherwise and whether relating to the warranties or otherwise. Without prejudice to the aforesaid, the aggregate cumulative liability of the Supplier shall in no event whatsoever, exceed the contract price of the equipment which caused such liability.

**NOTE : In case any specific mention is made on the above clauses in ANNEXURE - I, the same shall prevail over.**

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

**SPECIAL TERMS AND CONDITIONS****1. ELIGIBILITY CRITERIA (Clause No. 20)**

- 1) Semi mobile Crushing plant manufacturers who have the experience in the design, detailed engineering, manufacturing, supply and commissioning of semi mobile crushing plants of minimum capacity 2500TPH and should have executed successfully at least 2 nos of semi mobile crushing plants across the world not less than 2500 TPH.
- 2) Tenderer must have successfully completed at least one similar work in previous seven Financial years i.e., from 2009-10 to 2015-16.
- 3) The firms average annual financial turnover during the last 3 years, ending 31<sup>st</sup> March of the previous financial year, is not less than Rs 9 Crore.

*Similar works means, the work pertaining to System Design, Engineering, Procurement, Fabrication/ Manufacturing, Testing, Supply, Installation, Supervision & Commissioning of crushing system of not less than crushing capacity of 2500 TPH.*

**2. Provennes criteria (Clause no 20) :**

The equipment / item to be offered by the bidders' shall be considered proven provided the type and model of the equipment / item offered or similar equipment / item of higher specification must have been supplied in the past to the Mining Industry and / or to the other industries (Private or Government/ Public Sector Undertaking) and performed satisfactorily for a period of not less than one year from the date of commissioning.

If the equipment /item offered is supplied and has been commissioned at SCCL, at least one year prior to the date of publishing of this enquiry, its performance will be considered for evaluation. However, bidders are invariably required to upload the previous order copies of SCCL, if any.

The bidders should essentially submit authenticated copies (ink signed and stamped by the original manufacturer) of supply orders for the same /similar type & model of equipment / item offered (received by them) with details.

Bidders are required to submit Satisfactory Performance reports for the supplies made against the order copies submitted.

In case of supply to Govt. Sector/Public Sector, satisfactory performance report issued by authorized representative of the Company, duly signed and stamped, confirming that the quoted model or similar equipment / item of higher specification have performed satisfactorily for a minimum period of 1 year from the date of commissioning of the equipment / item shall be considered valid.

If the bidder submits two consecutive orders from the same Govt. firm/Public Sector firm/Same subsidiary with a gap of 12 months, performance reports will not be insisted.

In case of Private Sector, detailed Satisfactory Performance Report issued by Chief Executive Officer / Director (Head of Operations) / Head of the Project or Mining Unit shall be considered valid and the performance report should have been issued before the publication of this tender. In such cases, the name and designation of the signing authority should be clearly indicated in the Performance report and the reports should be authenticated and stamped by the bidder.

In case the bidder is unable to submit performance reports, a Self-certification duly signed and stamped by the bidder, confirming that the quoted model or similar equipment / item of higher specification have performed satisfactorily for a minimum period of 1 year from the date of commissioning of the equipment / item and there are no warranty /guarantee claims pending, shall be considered.

**FAILURE TO SUBMIT THE ABOVE DOCUMENTS MAY RENDER A TENDER UNACCEPTABLE.**

In case, if at any point of time during procurement process or subsequently, it is detected that the above information and / or self certification given by the bidder (original equipment / item manufacturer) regarding performance of the equipment / item supplied by them is false, SCCL reserves the full right to take action as deemed fit including rejection of the offer and / or debaring the bidder in SCCL for all future tenders.

*In case the offered model or similar equipment / item of higher specification have been supplied by the tenderer or their authorized dealers to SCCL and if such equipment / item has completed required period of performance as stipulated above, for the purpose of ascertaining the proven-ness, the performance established in SCCL, as per internal performance reports obtained from user Areas/departments, will be preferred. However, other performance reports submitted by the tenderer will be considered and the **decision of SCCL will be final.***

### **3.0 PRICE BID :**

Bidders are advised to submit their quotations in electronic form in the BOQ/Price Bid Format provided in the e-portal. Bidders shall quote their price in Indian Rupees only.

The bidders shall quote their rates Line item-wise as detailed below :

**Line item no.1 :** Bidders shall quote their rates along with the applicable taxes for Design & Engineering, Supply of Design, Drawings & Specifications etc.

**Line item no.2:** Bidders shall quote their rates along with the applicable taxes for supply of various materials/ machinery.

**Line item no.3:** Bidder shall quoted their rates for installation, commissioning & testing of equipments along with laying of equipments.

**Bidders are requested to note that the price quoted in Line item no.3 i.e., for installation, commissioning & testing of the equipments shall not be less than 15% of the total price quoted in Line item no.2 i.e., for supply of various equipments/machinery.**

### **4.0 PRICE EVALUATION CRITERIA (Clause No. 42)**

Price Bids will be evaluated on the overall lowest of the Grand total amount together comprising of total landed cost of Price – Line item no. 1, 2 & 3.

Tenderers shall note that the total landed cost shall be calculated duly considering the input tax & Cenvat credit available to SCCL wherever applicable.

**Order will be placed on SINGLE SOURCE on lowest of the grand total amount.**

### **5.0 Delivery (Clause No. 30)**

**5.1** Total period of contract is one year from the date of award for completion of awarded work for both the crushers in total

---After receipt of order, the relevant drawings to be submitted within 6 weeks.  
SCCL will approve the drawings within 4 weeks thereof.

---after receipt of approved drawings by the firm the successful bidder to modernize and commission the two crushers within 40 weeks thereof.

--- to the maximum possible extent the submitted drawings should match with the existing modernized crusher and should meet the criteria of crushing 150 mpa crushing strength OB with an out put of 3500TPH.

**5.2** Time is the essence of the contract and hence any delay in execution of work will attract liquidated damages. However, if the delay is for the reasons attributable to SCCL or if the delay is in grant of license or permission of any statutory agency, the contract period would be extended accordingly without imposing any penalty. The decision of General Manager of the respective area shall be final & binding in this regard.

**5.3** On completion of the work, the successful bidder should clear and remove from site all surplus material, rubbish and temporary works of every kind and leave the whole of the site clear to SCCL's full satisfaction.

**5.4** The final payment shall be made only after the site has been cleared of all unwanted material and temporary works of all kind.

**5.5** SCCL reserves the right to extend the period of execution of contract at the same order rate, terms & conditions depending on the progress of other related works of respective crusher.

## **6.0 PAYMENT TERMS ( Clause No.29)**

Payment will be made by way of RTGS by the respective area. RTGS charges if any will be to firm's account. If the firms opt for payment through Cheque / DD, payment will be made accordingly. DD charges if any will be to firm's account. For RTGS payment, bidders are advised to indicate their Bank details in their offer. a) Name of the Bank. b) Branch Name. c) Branch Code. d) Account No. e) MICR Code. f) IFSC/RTGS Code.

### **i) For Design & Engineering, Supply of Design, Drawings & Specifications etc.**

- a) 80% value of the basic value quoted for Design & Engineering, Supply of Design, Drawings & Specifications etc along with 100% taxes/duties/cess/levies applicable as per terms and conditions of the order will be paid within 30 days subject to completion of design and engineering and submission of all engineering drawings and specifications, duly certified as per scope of work.
- b) 20% value along with 100% taxes/duties/cess/levies applicable as per terms and conditions of the order will be paid within 30 days after successful load test of 8 hour(one shift) of 3500 tph on an average at the sight in the presence of SCCL Engineers for a period of 7 (seven) days.

### **ii) For supply of Equipment & Material**

- a) 80% value of the basic value quoted for supply of Equipment & Material along with 100% taxes/duties/cess/levies applicable as per terms and conditions of the order will be paid consignment wise, within 30 days subject to receipt of equipment at site conforming to stipulated specifications and quality in good condition, to be certified by SCCL Engineer.
- b) 20% value along with 100% taxes/duties/cess/levies applicable as per terms and

conditions of the order will be paid within 30 days after successful load test of 8 hour(one shift) of 3500 tph on an average at the sight in the presence of SCCL Engineers for a period of 7 (seven) days.

**iii) For Erection & Commissioning etc.**

- a) 80% value of the basic value quoted for Erection & Commissioning etc along with 100% taxes/duties/cess/levies applicable as per terms and conditions of the order will be paid within 30 days. However, payment will be made on progressive basis as per approved billing schedule based on installation and commissioning of plant & equipment duly certified by SCCL Engineer.
- b) 20% value along with 100% taxes/duties/cess/levies applicable as per terms and conditions of the order will be paid within 30 days after successful load test of 8 hour(one shift) of 3500 tph on an average at the sight in the presence of SCCL Engineers for a period of 7 (seven) days.
- c) SCCL and Successful bidder shall have mutually agreed billing schedules.

**7.0 LIQUIDATED DAMAGES (Clause No.31)**

If there is delay in the final completion of work, SCCL shall be entitled to a discount in the amount payable to the successful bidder under the contract, calculated @1% (one percent) of the contract value for each week or part thereof that the work remains incomplete beyond the scheduled date of completion or extended period by the authorized representative in writing, subject to maximum of 15% (Fifteen percent) of the total contract value.

The payment or deduction of such damages shall not relieve the supplier from the contractual obligation to complete the supply or balance portion thereof in time as stipulated in the contract.

**8.0 Force Majeure Clause ( Clause No.32)**

Force Majeure conditions means the interruptions caused to supplies or works due to:

- a) Any riots or civil commotion.
- b) Any war or hostilities.
- c) Any natural calamities such as earthquake, Flood, Tempest and other natural and physical disasters.
- d) Any accident by the fire or explosion.
- e) Any law and order proclamation, regulation/ordinance affecting the production /dispatch of the goods.
- f) Power failures.
- g) International sanctions / embargo.

Any claim under force majeure should be submitted within 15 days of happening of force majeure conditions. The force majeure event shall be supported by a certificate from the appropriate authority.

If force majeure conditions continue to exist for more than 60 days, SCCL at its discretion can cancel the order without any penal consequences for SCCL.

If the completion of the contract is delayed by Force Majeure, the time of completion shall be extended by a reasonable period as may be mutually agreed, upon application from the successful bidder at the time such special circumstances occur.

## **9.0 PERFORMANCE BANK GUARANTEE: ( Clause No.33 )**

- a) The successful bidder, within one month from the date of receipt of letter of intent /firm order should submit a Consolidated Bank Guarantee worth 10% of the order value issued by Public Sector Banks (SBI & Associates and Nationalized banks) as per Proforma enclosed to order. However, where the value of Bank Guarantee is Rs 5.0 Lakhs and above, the BG should be obtained from the bank branches situated at Hyderabad/ Kothagudem.
- b) The PBG shall be released only after completion of Defects Liability Period of 12 months from the date of completion of the work. For delayed works, validity of BG shall be suitably extended before expiry of scheduled completion period.
- c) In case the firm fails to submit consolidated Performance Bank Guarantee as stipulated above, an amount at the rate mentioned as per clause No. 21(a) will be deducted from bills payable to the firm against supplies made.
- d) In case the firm fails to fulfill terms of the order:
  - i) The PBG submitted as mentioned at clause No. 21(a) will be invoked.
  - ii) The amount deducted as mentioned at clause No. 21(c) will be forfeited.

## **10.0 Risk Purchase Clause ( Clause No.35 )**

a. In case of inordinate delay in execution of the works by the successful bidder, SCCL reserves the right to rescind the contract & get the work executed through alternate means at entire risk & cost of the successful bidder and the successful bidder shall have no claim against SCCL in this respect.

b. In case, during defect liability period, the successful bidder fails to undertake repairs / replacement upon notification by SCCL within reasonable time, SCCL reserves the right to get the work executed through alternate means at entire risk & cost of the successful bidder.

Such amounts shall be adjusted from the security deposit/pending bills, if any of the successful bidder and if there is a short fall, the successful bidder shall pay the shortfall amount within 15 days from the date of intimation sent by SCCL in this regard.

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

**Annexure – II**

### **Introduction :**

At RG III OC-2 Project of RG-3 Area 20nos. of Steel Cord Belt Conveyors are in operation as part of the Specialized Mining equipment along with 4nos Semi-Mobile Crushers and 3nos Spreaders for transportation of Overburden & Coal from the quarry. All the Overburden conveyors are of 1200 mm wide and 1000 mm wide for coal.

As the Opencast Mine is going deep it is planned to shift the Semi-Mobile Crushers into deeper areas from 200mtrs to 400mtrs. During the course of excavation the present Crushing strength of OB has increased from 50mpa to 150mpa.

Keeping this in view, one no crusher is modernized to handle the OB of 150mpa crushing strength by M/s ThyssenKrupp the OEM of the crushers.

The present proposal is to modernize three nos. of semi mobile crushers, similar to the already modernized crusher to crush OB of crushing strength 150 mpa.

#### **LOCATION OF THE EXISTING PROJECT:**

**Ramagundam OCII Project:** The nearest railhead to this project is Ramagundam Railway station, which is at a distance of about 20 Km. This railway station is situated between Kazipet Balharsha sections of South Central Railway. The Hyderabad-Nagpur Highway is about 10 Km to the east of the plant. The project is well connected with both State Capital Hyderabad and the District headquarters Karimnagar, which are about 225 Km and 65 Km respectively.

**The present tender is to modernize three nos of semi mobile crushers to crush OB of crushing strength 150 mpa and to dispatch 3500 TPH.**

The Tenderer shall acquaint with all local laws, conditions and factors which may have any effect or bearing on the execution of works and supplies under the scope of this Tender. In their own interest, the Tenderers are required to familiarize themselves with (but not limited to) the Income Tax Act, 1961, Indian Companies Act, 1956, Indian Customs Act 1962, Factory & Boiler Act, Contract Labour (Regulation and Abolition) Act, Arbitration Act / P.F.Act and other related Acts and Laws and Regulations of India, with their latest amendments as applicable. SCCL shall not entertain any clarifications from the Tenderer regarding such local conditions at our site.

#### **1.0 BRIEF SCOPE OF WORK**

- 1.1 Design, Engineering, Procurement, Fabrication/Manufacturing, Testing, Supply, Installation, Supervision, Commissioning and Acceptance of Additional Facilities and its related electrical works including necessary Packing, Loading, Transportation etc complete to SCCL's site and to arrange for unloading at the site including taking transit insurance from Vendors Works to Project Site as per Technical Specifications provided by SCCL. Dismantling/ Modification/ Shifting of Existing Facilities wherever necessary **if any** shall be within the scope of tendered.
- 1.2 Power Supply, 415 V AC/ 230 V AC will be made available by SCCL.
- 1.3 The work shall be carried out in compliance with all applicable statutory provisions without interrupting the existing operations.

#### **2.0 PLANS & DRAWINGS:**

- 2.1 Plan(s) and drawing(s) and other information forming part of the Tender Documents shall constitute only a general guidance to enable the successful bidder to visualize the work and / or supplies contemplated under the contract. These have been prepared and released in good faith on the basis of information available with SCCL and SCCL assumes no responsibility as to the correctness thereof, and the tendered is expected prior to tendering to have undertaken a complete and independent survey and to have made his own study of all factors relevant to the performance of the work or making the supplies.
- 2.2 Plans, Designs, Drawings and specification shall be furnished\uploaded by the tenderer along with Techno-Commercial Bid.
- 2.3 During Techno Commercial evaluation, the revised drawings required, if any, shall have to be submitted by the tenderers.

- 2.4 The successful bidder shall within 15 days of receipt of Notification of Acceptance of Tender submit to SCCL the relative Plans, Designs, Drawings or Specifications for execution of the project work.
- 2.5 For any clarification or additional drawings, the tenderer is advised to get in touch with SCCL immediately. Request for time extension period shall not be entertained in this account.

### **3.0 RIGHT OF SCCL TO VARY QUANTITY AND SPECIFICATIONS:**

The quantities of crushers are tentative. SCCL has no liability on sufficiency /correctness of the specifications/ provided in NIT. The vendor has to visit the project site, physically survey and assess the quantum of work.

### **4.0 RIGHT OF SCCL TO MAKE ALTERATIONS/OMISSIONS/ADDITIONS:**

- A) SCCL reserves the right to make any alterations in, omission from, addition to or substitutions for, the original specifications, drawings, designs and instructions that may appear to SCCL to be necessary or advisable during the progress of the work and the tenderer shall be bound to carry out such altered/extra/new items of work in accordance with any instructions which may be given to tenderer in writing by respective area General Manager or his authorized representative and such alternations, omissions, additions or substitutions shall not invalidate the contract and any specified as part of the work shall be carried out by the tenderer on the same conditions in all respects on which the tendered agreed to do the main work.
- B) The time for completion of work may be extended for the part of the particular job at the discretion of Area General Manager for only such additions or substitutions of the work, as may be considered just and reasonable.

### **5.0 SUCCESSFUL BIDDER'S RESPONSIBILITIES AND FACILITIES:**

- A) The successful bidder shall comply with all labour laws and other statutory laws in force from time to time and SCCL shall not be responsible for any liability whatsoever.
- B) The successful bidder shall abide by all applicable safety rules and regulations and as prescribed by SCCL. Any breach thereof shall empower SCCL to suspend and / or terminate the contract.
- C) The successful bidder shall keep SCCL indemnified from and against all personnel and third party claims whatsoever (inclusive of all costs incurred between attorney and client ) arising out of any Act or omission or inter omission on the part of Successful bidder.
- D) The successful bidder shall carry out the work as per tender documents, plans, drawings and specification given either in the tender or subsequently by SCCL or its authorized representative. The material and work shall be as per relevant IS/BS/ASTM /DIN or any other equivalent specifications as applicable and as per instructions of SCCL's authorized representative and approved drawings.
- E) SCCL shall be entitled, at all times, to inspect/test material/works by itself or through independent agency. If any defect is found in such inspection or testing, the successful bidder shall replace the defective material/redo the defective work at his own cost.
- F) The successful bidder shall provide their assistance to SCCL in preparation of documents and for getting the statutory approvals at the earliest.
- G) The successful bidder shall undertake to provide comprehensive accident/ insurance policy coverage in respect of every person employed by successful bidder on SCCL's jobs. The successful bidder shall also undertake to provide comprehensive accident/ fire insurance policy coverage in respect of work in progress and finished goods till such time that they are in successful bidder's custody and until such time that they are commissioned at SCCL's premises. The insurance policy shall be valid till completion of



field trials taken by the successful bidder and shall be endorsed in the SCCL's name.

- H) The Successful bidder shall not assign sub-contract or sublet the whole or any part of the work in any manner except with the prior approval of SCCL.
- I) The bidder shall keep and cause to be kept confidential and not to disclose or permit to be disclosed to any third party any information at any time received by it from The Singareni Collieries Company Limited except, such information as now is or hereafter becomes published or otherwise generally available to the public through no act or breach by the Tenderer or any person who acquired the same from the tenderer or such person. The bidder is, however, authorized to disclose such information to its employees (including technical advisors assigned or engaged to assist the Tenderer) Engineering and insurance companies.

## **6.0 FACILITIES TO BE PROVIDED BY SCCL**

SCCL will provide electricity, water, at free of cost at site as and when required on request of the successful bidder for the purpose of installation & commissioning of the crusher system.

## **7.0 CONDITIONAL OFFERS**

Conditional tender is liable to be rejected. The Tenderer is advised not to put additional/alternative conditions.

## **8.0 THE WORK COMPRISES OF:**

### **8.1 Supply of Material:**

Supply of various Machinery related to crusher for modernization.

### **8.2 Execution of work:**

- a) Modification, commissioning & testing of crusher along with supply.
- b) The tenderer shall make themselves clear about the scope of work and detailed activities described related to respective crusher.
- c) To assess actual volume of work, the tenderer is required to visit SCCL's existing OC II project site at Ramagundam, Telangana state before submission of their offer and take all clarifications/ technical details from the project authorities.
- d) The successful tenderer shall co-ordinate & liaison with SCCL to obtain all necessary statutory licences/permissions under statutory obligations required to carry out the works awarded to the successful bidder.

## **9.0 DEFECTS LIABILITY PERIOD:**

- a) Defects liability period for the work shall be 12 (twelve) months from the date of Completion, commissioning & testing of entire system of respective crusher at Ramagundam OCII Project. The successful bidder shall be liable to repair defects arising due to faulty material and / or poor workmanship free of cost during Defect Liability Period of 12 months.
- b) If the successful bidder or his workmen or employee injure or destroy any part of the building/equipment/electrical items in which they may be working or any building, road, fence etc. Contiguous to the premises on the work or any part of it is being executed or if any damage shall happen to the work while in progress, the successful bidder shall upon receipt of a notice in writing in the behalf make the same good at his own expenses.

- c) If it appears to SCCL or its authorized representative at any time during the construction or re-construction or prior to expiry of Defects Liability Period and any work has been executed with unsound, imperfect or unskilled workmanship or that any material or articles provided by the successful bidder for execution of the work are unsound or of a quality inferior to that contract for, or otherwise not in accordance with the contract or that any defect, shrinkage or other faults have appeared in the work arising out of defective or improper material or workmanship, the successful bidder shall upon receipt of a notice in writing in that behalf from the Officer of SCCL/its authorized representative forthwith rectify or remove or reconstruct the work so specified in whole or in part as the case may be and / or remove the materials or articles so specified and provide other proper and suitable material or article at his own expenses, notwithstanding that the same may have been inadvertently passed, certified and paid for and in the event of his failing to do so within the period so specified by the Officer of SCCL/its authorized representative may rectify or remove and re-execute the work and / or remove and replace with other materials or articles complained of, as the case may be by either means at the risk and expense of the successful bidder. Decision of respective area GM is final in this regard.
- d) During the course of work, splashes and droppings from, painting etc, shall be removed and surface cleared simultaneously with completing of these items of work in individual rooms, quarters or premises etc. Where the work is done without waiting for completion of all other items of work in the contract.
- e) In case the successful bidder fails to comply with the requirement of the condition, SCCL shall have the right to get the work done by other means at the cost of the successful bidder. Before taking such action, however, SCCL shall give 7 days' notice in writing to the successful bidder.

## **OTHER TERMS & CONDITIONS**

- 10.0** SCCL reserves the right to deduct any amount that become payable by the successful bidder in respect of labour being employed by him for executing the job awarded, under any act or rules framed there under and in force from time to time. The same shall be recovered from bills payable to the successful bidder.
- 11.0** The Tenderer shall study the specification and satisfy themselves thoroughly regarding the workability of each specified system and shall take full responsibility for the guaranteed operation of the above systems as regards performance, smooth, reliable and safe working.
- 12.0** If it comes to the notice of SCCL at any stage right from request for enlistment/ tender document that any of the certificates/documents submitted by applicants for enlistment or by bidders are found to be false/fake/doctored, the party will be debarred from participation in all SCCL tenders for a period of 5 years including termination of contract, if awarded. The EMD/security deposit etc. if any will be forfeited. The contracting agency in such cases shall make good to SCCL any loss or damage resulting from such termination. Contracts in operation any where in SCCL will also be terminated with attendant fallouts like forfeiture of EMD/security deposit/PBG, if any, and recovery of risk and cost charges etc. Decision of SCCL management will be final and binding.
- 13.0** The equipment and accessories covered under these specifications shall be Designed, Manufactured and Tested in accordance with latest relevant Indian Standards and codes of practices published by the Indian Standards Institution wherever applicable in order that specific aspects under Indian conditions are taken care of. Wherever Indian standards do not exist, the components of all equipment shall be designed,

manufactured, assembled, tested and installed in accordance with the latest standards of statute and code of practices published by any recognized National standards Institution.

- 14.0 The equipment shall also conform to the latest Indian Electricity rules as regards safety, earthing and other essential provisions specified therein for the installation and operation of electrical equipment.
- 15.0 Any modification in the equipment in respect of its supply, installation, testing and commissioning that may be demanded by them shall have to be carried out by the successful Tenderer at no extra cost to SCCL.
- 16.0 Obtaining of necessary approvals, if any, of Statutory Govt. authorities for equipment supplied by the successful Tenderer and its installation shall be included in the tenderer's scope of work.
- 17.0 Design, Erection and Commissioning of the complete system is to be executed by the Tenderer themselves till successful handing over of the system.
- 18.0 All equipment shall be complete with approved safety devices where potential hazard to personnel exists and with provision for safe access to personnel to surrounding equipment for operational and maintenance functions.
- 19.0 This specification is being issued for procurement from indigenous sources. No foreign exchange or import license for importing equipment, components, raw materials or spares will be arranged for or provided by the purchaser.
- 20.0 The successful Tenderer should submit Item wise Drawings, Make, Model, Product & Operational manuals and Manufacturer's name list with details of the Item proposed, for approval by SCCL along with alternative source if any before commencement of Supply.
- 21.0 **For detailed study of the existing system and proposed, the Tenderer must visit the site at OC-II, Ramagundam before submitting their offer.**
- 22.0 The successful tenderer shall implement the proposed capacity enhancement and technology upgradation as well as complete the works at Ramagundam project plant on TURNKEY basis i.e. system design, engineering, fabrication/ procurement, inspection, supply, storage at site, transportation & handling in SCCL site, erection, start-up, testing, commissioning & acceptance as per tender specification.
- 23.0 The Tenderer should include all spares required for commissioning of the equipment and for its efficient operation until provisional acceptance after demonstration of satisfactory performance in accordance with the guarantees. These items should be based on the Tenderer's experience in commissioning similar Systems in the past. The spares are to be included in the main equipment. The successful Tenderer shall be responsible for having the required items at site in sufficient quantities. Any Item that fails during erection & commissioning as well as during warranty period of the complete System is to be replaced by the Tenderer at their cost.

**24.0 COMMENCEMENT OF WORK:**

The purchase order shall come into operation on the day of earliest receipt of communication about the release of Purchase order. The successful bidder shall mobilize the required equipments/manpower and start the work at both the sites within 6 week from the date of LOI/ firm order. Delay in commencement of the work shall attract liquidated damages.

- 24.1 All the dismantled/removed material of SCCL should be handed over to SCCL.

24.2 The work done should conform to the latest applicable IS standards and to the satisfaction of SCCL. Decision of SCCL regarding acceptability of practices will be final & binding on the Tenderer.

All Material, and material handling equipment like cranes, Manpower, Tools, Tackles, Extension Boxes/Cables, Welding Plants, Electrodes, Gases, etc. required for executing the work is in Tenderer scope. SCCL shall provide 230 V, 50 Hz Single Phase AC supply point or 415 V, 50 Hz Three Phase AC supply point from where the successful bidder may draw power for their Electrical Equipment free of cost.

24.3 In order to achieve desired workmanship and quality, the successful tenderer should deploy experienced and trained persons for the execution of work. Their Transportation, Insurance, Boarding and Lodging are in successful tenderer's scope.

24.4 The successful tenderer should mobilize their personnel and material well in advance to start the work as stated. No payments will be made for mobilization.

## **25.0 INSURANCE:**

The successful bidder shall undertake to provide comprehensive accident/ insurance policy coverage in respect of every person employed by him on SCCL's jobs. The successful bidder shall undertake to provide comprehensive accident/fire insurance policy coverage in respect of work in progress and finished goods till such time that they are in successful bidder's custody and until such time that they are delivered to SCCL's premises.

**26.0** The successful bidder shall not assign sub-contract or sublet the whole or any part of the work in any manner except with the prior approval of SCCL.

**27.0** SCCL shall have the right to discontinue the work, in whole or in part, for such time as may be necessary, if the condition of the weather, flood or other contingencies make it desirable to do so, in order that the works shall be well and properly executed. Extension of time shall be granted to contractor for discontinuance of work so required and contractor shall not claim for compensation or damage in relation thereto.

## **28.0 TERMINATION:**

SCCL reserves the right to terminate the contract by written notice at any time during its currency, on or after occurrence of any one or more of the following events /contingencies:

Default or failure, by the successful bidder, of any of the obligation of the successful bidder under the contract.

If the successful bidder is incapable of carrying out the work.

If the successful bidder misconducts himself in any manner.

Death of the successful bidder in case of individual.

If the successful bidder or any person employed by him offer make for any purpose connected with the contract any gift, gratuity, royalty, commission, gratification or other inducement (whether money or in any other form) to any employee or agent of SCCL.

If the successful bidder assign or attempt to assign his interest or any part thereof in the contract.

The decision of Director (Operations) of Singareni Collieries Company Limited as to whether any of the events/contingencies mentioned in clause hereof, entitling SCCL to terminate the contract, has occurred or not shall be final and binding upon the successful bidder.

**29.0 SPECIAL NOTE TO TENDERERS:**

The specifications, quantity and layouts provided by SCCL are tentative and for general guidance to vendors. The specifications and quantity may vary. SCCL has no liability on sufficiency /correctness of the specifications/quantity provided in NIT. The vendor has to visit the project site, physically survey and assess the quantum of work before submitting their offer.

**Annexure – II A**

**Supply of material and scope of work**

**A) Scope of supply of spares for each Crusher**

<b>SI No</b>	<b>Item description</b>	<b>Qty required in nos</b>
1	Base frame	1
2	Driving flywheel	2
3	Crusher roll with 24 nos plate fixed	2
4	Bearing housing	4
5	Bearing (24196) with sleeve	4
6	Crushing plates for first replacement	24
7	Crusher housing	1
8	Driving pulley	2
9	Crusher legs	2
10	CLS system for the modified system	1

Note:- The scope of supply is only for broader understanding. Connected accessories and spares are in the scope of the bidder only. The items should be identical in design and material composition to already modernized 303 crusher working at the respective project and should be replaceable as one to one.

**B) Scope of work for supervision.**

<b>SI.No.</b>	<b>Description of the work/item</b>
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1.	Supply of base frame with heavy duty type for double roll crusher including crusher housing. Supervision for replacement of base frame with heavy duty type for double roll crusher including crusher housing
2	Supply and supervision for replacement of driving fly wheel with heavy duty type.
3.	Supply and supervision of replacement of crusher roll including shaft and fixing material with heavy duty type.
4.	Supply and supervision of replacement of bearing housing with heavy duty type to suit to 24196 bearing.
5.	Supply and supervision of replacement of bearing (24196) with sleeve and labyrinths.
6.	Supply, supervision and installation of crushing plate with basic modification and with better hardex caps.
7.	Supply, supervision and replacement of crusher housing including long life wear plates.
8.	Supply and replacement of driving pulley.
9	Supply and supervision of replacement of crusher roll Legs

### **C) Scope of work for carrying out modernization.**

- 1) Through cleaning of crusher unit with water and air
- 2) Dismantling of crusher housing (roll chamber):
  - a) Removal of top walls ( 3 sides )
  - b) Removal of baffle wall ( 1 side )
  - c) Removal of platform gratings and I-beams
  - d) Removal of middle walls ( 8 nos )
  - e) Removal of spillage conveyor hopper
  - f) Removal of bottom walls ( 6 nos )
  - g) Removal of angular of scrapper unit ( 2 nos )
- 3) Dismantling of crusher rolls (2nos) :
  - a) Removal of fly wheel guards, v-belts and fly wheels of both the crusher rolls.
  - b) Removal of both the drive pulleys
  - c) Removal of four bearing mountings
  - d) Removal of crusher rolls with bearing housings and crushing plates.
  - e) Removal of CLS piping of both the crusher rolls.
  - f) Removal of hydraulic supports on both sides.
- 4) Dismantling of base frame:
  - a) Removal of hydraulic piping, valve bank, CLS piping etc., from the base frame.
  - b) Removal of all the fasteners from the base frame C-joints
  - c) Removal of all the fasteners of the mounting of base frame.
  - d) Removal of the base frame.
  - e) Cleaning of the base frame mounting surface area with cleaning agents, grinding machine, emery papers etc.,
- 5) Dismantling of two front legs of crusher unit:

- a) Support the crusher unit with squibs with the help of hydraulic jacks/ transport crawler. Transport crawler shall be provided by SCCL
  - b) Removal (cutting ) of the ladders and its frame, channel, angular over the crusher both front legs
  - c) Removal of man hole covers
  - d) Removal of all the fasteners of both front leg mountings
  - e) Removal of the legs from the crusher unit.
- 6) Assembling of the legs :
- a) Cleaning of the leg mounting surfaces with cleaning agents, grinding Machine, emery papers etc.,
  - b) Positioning and fixing of both the legs and all fasteners to be tightened as per the specified torque.
  - c) Fixing of the man hole covers after thorough cleaning inside the legs
  - d) Welding of the removed ladders and its frame, channel, angulars over the crusher front legs.
  - e) Removal of support squibs and hydraulic jacks.
  - f) Any other works related shall be carried out by the firm.
- 7) Fixing of base frame:
- a) Mounting of base frame on the support and align it
  - b) Join with the fasteners of the base frame at front end and rear end and all fasteners to be tightened as per the specified torque.
  - c) Fixing of the base frame mounting bolts and tightened to a specified torque.
  - d) If required weldings also shall be carried out.
- 8) Fixing of the crusher rolls:
- a) Mounting of all bearing housings on base frame, aligning the housings and fasten them with specified torque
  - b) Fixing of both hydraulic supports on the base frame and connecting to the bearing housings on both sides.
  - c) Positioning the both crusher rolls on the base frame.
  - d) Fixing of four bearings and its accessories to a specified tolerances in the housing. Alignment of four bearings as per the scope of work mentioned at point no:13
  - e) Fixing of the 24 nos crushing plates on the crusher roll to a specified torque.
  - f) Fixing of fly wheels of both the crusher rolls.
  - g) Fixing of both drive pulleys
  - h) Fixing of v-belts and fly wheel guards of both the crusher rolls.
  - i) Fixing and connecting hydraulic piping, valve bank, CLS piping etc., on base frame.
- 9) Assembling of the crusher housing (roll chamber):
- a) Fixing angular of scrapper unit ( 2 nos )
  - b) Fixing of bottom walls ( 6 nos )
  - c) Fixing of middle walls ( 8 nos )
  - d) Fixing of top walls ( 3 sides )
  - e) Fixing of baffle wall (1 side)
  - f) Fixing spillage conveyor hopper
  - g) Fixing of platform gratings and I-beam
- 10) Cleaning of all the parts thoroughly before fitment of all components.
- 11) Any other works as per the requirement shall be carried out by the firm till successful commissioning and operation of the crusher.

- 12) The scope of work for fixing of crusher roll bearings is detailed below :
- a Support the crusher roll shaft with hydraulic jack on both sides to get the center of the housing.
  - b Clean the surfaces of the shaft, outer sleeve and labyrinths with cleaning agents.
  - c. Push the bearing (24196 CCK/W33) in to the outer sleeve with 2 no of hydraulic Jacks.
  - d. Insert the withdrawal sleeve with check nut and push the sleeve along with check nut with hydraulic jacks till the bearing clearance is as per the specification.
  - e Fixing of the inner and outer labyrinths on both sides
  - f. Mounting of the flywheel on the shaft and fix it with 2no of ring feeders
  - g Fixing of drive pulley and align with flywheel and gear box
  - h Fixing of 21 nos V-belts and tensioned up to operational limits and guards fixing.
- 13) The persons shall be engaged to the requirement of SCCL, if required round the clock also shall be engaged to complete the work as per the schedule given from time to time.
- 14) All the new parts are to be transported from stores / any other place to the site as indicated by SCCL.
- 15) All the removed parts to be kept aside and transported to stores/ any other place as indicated by SCCL.
- 16) Consumables like gas, cleaning agents, emery sheets, buffing wheels, grinding machines, conveyance for transportation of men, etc., is under the scope of the firm only.
- 17) All the required, fasteners, electrodes, cotton waste, special tools, welding transformer, slings for handling the material and conveyance for transportation of material is under the scope of the firm only.
- 18) Where ever required power will be provided by SCCL at free of cost.
- 19) The firm should have necessary hand tools and tackles, other general tools for carrying out the works. The crane & other supporting equipments for fabrication, erection and commissioning are under the scope of successful bidder only.
- 20) The firm should fulfill the statutory requirements like labor laws, mines Act, workmen compensation Act, insurance etc as per the prevailing Rules and Regulations
- 21) The firm shall commence the work immediately and carry out the work uninterruptedly.

#### **D) Technical Specification for Delivery and Services**

##### **1. Basic Data:**

Feed material	: Run of Mine blasted overburden.
Feed size	: Run of mine 1500mm x 1200mm x 1000mm
Material compressive Strength	: Up to 150 MPa
Material moisture	: 4%
Output size	: 95% <300mm Measured on square mesh according to ISO 2591 and ISO 3310
Feed material capacity	: 3,500 t/h.



## 2. Crusher Description:

In order to increase the roll crusher bearing size to type 24196, it is necessary to change the following size:

1. Base frame for double-roll crusher.
2. Driving fly wheel and pulley.
3. Crusher roll with shaft (shaft dia. 460mm)
4. Bearing housings.
5. Spherical roller bearings with mounting devices.
6. Modified crushing plates with basic modification for Heavy duty.
7. Complete modified Heavy duty crusher housing.
8. Crusher Legs
9. Installation of CLS for bearing and labyrinths.

## 3. Technical Specifications:

Technical Data:

Type of Crusher	: Double-roll crusher 2000 x 2200
Kind of drive system	: V-belt drive
Diameter of rolls	: 2,000 mm
Length of rolls	: 2,200 mm
Number of rolls	: 2 pcs/unit.

1. Crusher base frame: The base frame has to be commensurable to match to the new heavy duty bearing housings.
2. Driving Flywheel: By enlarging the shaft diameter the flywheel has to be modified. Made of heat treated steel casting.
3. Crusher rolls: By using HD design of crusher rolls, it should be able to crush the hard rock up to 150 MPa.
4. Bearing housings: The bearing housings has to be changed because of the increased dimensions of the bearings and bearing housing shall be made of heat treated steel casting.
5. Bearings: By using bigger bearings, the crusher should be able to handle oversize boulders and in the long-term view reduce the parts costs, manpower and the crusher downtime for higher availability. The chosen bearing size is 24196 for a shaft diameter of 460mm.
6. Crushing plates: Basic modification to be done for the heavy duty design.
7. Crushing housing: Stronger designed crusher housing equipped with high wear resistant wear plates to reduce the break downtime to be used.
8. CLS system: Fail proof lubrication system to be installed.
9. Crusher supporting legs: The base crusher legs has to be commensurable to sustain complete weight of the crusher unit.

## E) Acceptance Test

- 1) Week means six (6) working days. The official performance test should be done immediately (in the short period) after complete installation of the equipment. The firm will inform SCCL about the dates of trials/test after the commissioning of crusher.
- 2) The test will start from morning 7.00 a.m. to 6.00 p.m with maximum crushing hours of 8 hours.
- 3) During the lunch break and blasting break, no crushing will take place (Crusher will be idle).
- 4) OB supply and power supply will be SCCL's responsibility.
- 5) SCCL will depute a team of engineers to co-ordinate the works with successful bidder.
- 6) The bidder shall prove 3500 tones/hour crushing of OB and SCCL will make the arrangements for proper weighing.

7) Every day performance test will be recorded. Information contained in the report.

1. Operating time.
2. Throughput capacity in tons per hour.
3. Breakdown time.
4. Waiting time.
5. Reasons for breakdown time.

At the end of every day the report shall be signed by the engineers of both the parties.

- 8) The successful performance test runs shall be conducted during a period of one week. After the completion of one week successful performance test, SCCL will issue the " Acceptance test certificate ".
- 9) In case of any break down of the parts under the responsibility of the bidder, the test will be repeated for the days/hours equivalent to the break down hours/days.
- 10) This acceptable test for a period of one (1) week will be carried out by the bidder at free of cost.

#### **F) Other terms and conditions.**

- 1) The out put shall be 3,500 Tons/hour as average.
- 2) The acceptance test will be carried out with run of mine feed material having insitu boulders having maximum size of 1.5x1.2x1 mtr in any direction.
- 3) In case the performance is not satisfactory in the acceptance test after modernization, the further modifications, if any, to be carried out by the bidder at free of cost till 3,500 Tons/hour out put is achieved.
- 4) The supply, commissioning and erection period is a total of one year for two crushers from the date of approval of drawings.
- 5) Wear plates to be used in the roll chamber will have a life of three times more than the existing wear plates (Life of existing wear plates is 10 months approx.). The material composition, detailed specifications of wear plates to be used will be submitted by the firm.
- 6) General engineering drawings for the items in the modernization should be provided by the successful bidder in hard copy and in soft copy in five copies.
- 7) Supply, Installation, planning, supervision, controlling and commissioning to be done by the successful bidder.
- 8) *Special tools like Hydraulic nut to withdraw the sleeve etc., to be supplied by successful bidder.*

#### **G) Guarantee/Warranty**

- 1) Base frame 24 months from the date of commissioning.
- 2) Crusher rolls including shafts and fixing material 24 months from the date of commissioning.

- 3) Crusher roll bearings 20,000 working hours or a maximum 48 months from the date of commissioning whichever is later.
- 4) The crushing plates for a period of 12 months.
- 5) The life of the protection plates being used should be guaranteed for a period of 12 months.

**INFORMATION TO THE BIDDERS FOR SUBMISSION OF BIDS  
THROUGH E-PROCUREMENT**

**THE SINGARENI COLLIERIES COMPANY LIMITED  
(A Govt. Company)**

Corporate Material Procurement Department,  
P.O.Kothagudem Collieries –507101  
Khammam District, TELANGANA

Fax: 08744 -245651  
Telephone: 08744 - 243109  
E.Mail: gm\_pd@scclmines.com

**Tenders are invited on-line on the website <https://singareni-tenders.gov.in> from the eligible bidders having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA.**

**All bids are to be submitted on-line on the website <https://singareni-tenders.gov.in> No bid shall be accepted off-line. Only Earnest Money Deposit is to be submitted Offline.**

## **1.0 Submission of Bid**

- 1.1 In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal (<https://singareni-tenders.gov.in>) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India, and which can be traced upto the chain of trust to the root certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person.
- 1.2 The bidders have to accept unconditionally the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including Commercial & General Terms & Conditions and other terms, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be allowed/accepted.

1.3 The bidder will have to give an undertaking online that if the information/declaration/ scanned documents furnished in support of the same in respect of eligibility criteria is found to be wrong or misleading at any stage, they will be liable to punitive action.

1.4 Letter of Bid: The format of Letter of Bid (as given in the NIT) will be downloaded by the bidder and will be printed on Bidder's letter head and the scanned copy of the same will be uploaded during bid submission in Cover-I. This will 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 should not contain any other information.

The physical signature in the Letter of Bid (LOB) will be accepted without questioning the identity of person signing the Letter of Bid as it contains digital signature of DSC holder.

***Note:** If the DSC holder is bidding on-line on behalf of the bidder, the power of Attorney or authorization (self authenticated and attested by public Notary) is to be uploaded along with the LOB in a single .pdf as mentioned in the Annexure. If the bidder himself is the DSC holder bidding on-line then power of Attorney or authorization is not required.*

**1.5 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 by the department with NIT document, then the bid will be rejected.**

**1.6** The bidder will have to upload scanned copies of various documents required for eligibility and all other documents as specified in NIT, in '[Techno-commercial Bid](#)' in Cover I and '[Price Bid](#)' in Cover II.

1.7 **Technical Parameter Sheet (TPS):** The Technical Parameter Sheet containing the technical specification parameters for each tendered item will be in Excel format and will be uploaded during tender creation. This will be downloaded by the bidder and he will furnish all the required information on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission. Non-compliance of any one specification parameter of any item will disqualify the bidder in that item. The Technical Parameter Sheet which is incomplete and not submitted as per instruction given above will be rejected.

1.8 The Techno-Commercial bid will be opened on the pre-scheduled date and time of tender opening. The Techno Commercial bids (Cover- I) will be decrypted online and will be opened by the "Bid Opener" with their Digital Signature Certificates. The Bidders may view the bid opening remotely on their personalized dash board under the link "Bid Opening (Live)" and can see the documents submitted by all participating bidders.

1.9 Tender will be opened on the pre-scheduled date irrespective of the number of offers received. Even in case of receipt of single offer, the same is to be opened for evaluation. In case no offers are received tender will be automatically be cancelled with competent approval.

## 2.0 PRICE BID/BOQ:

The Price Bid containing the Bill of Quantity (BOQ) in Excel Format will be uploaded during tender creation. The Price Bid/ BOQ comprises of following Sheets:

- 2.1 BOQ: This is Top Sheet of the Price Bid. Bidders are required to fill up the relevant details only. Entry of Price is not allowed in this Sheet. Bidders are required to select the Currency in which they desire to quote prices from the dropout menu available in this sheet (INR or Other Currency).
- 2.2 a) Depending on the selection of Currency made in the Top sheet/BOQ, following options shall be available:
  - (x) Bid\_INR: - In case Currency selected as "INR",
  - (y) Bid\_Other : – In case currency is selected as "Other Currency".
- 2.3 Submission of information/Price in 'Bid\_INR' & 'Bid\_Other': The Price bid/BOQ containing the above Sheets in Excel File will be downloaded by the bidder and he will quote the rates, taxes & duties etc. for his offered items in the same Excel file along with the price.
- 2.4 Thereafter, the bidder must upload the same Excel file during bid submission in Cover-II. Price is to be quoted in the following manner:
- 2.5 (A) Bidders Who Desire To Submit Offer Only in "INR": The bidders will select the Type of Currency as "INR" in the BOQ. After this selection Sheet Bid\_INR will be visible to the bidder. The bidders are required to fill all required data and Price Elements as indicated in the said Sheet.
- 2.6 (B) Bidders Who Desire To Submit Offer Only in "Foreign Currency": Foreign Bidders who are not willing to quote in INR have the choice to submit offer in any of the following currencies: (a) US Dollar (US\$); (b) Euro € (c) GBP £ (d) Japanese Yen ¥ and (e) Australian Dollar.

Such bidders will select the Type of Currency as "OTHER CURRENCY" in the BOQ. After this selection Sheet Bid\_Other will be visible to the bidder. The bidders are required to fill all required data and Price Elements as indicated in the said Sheet.
- 2.7 (C) BIDDERS WHO CHOOSE TO SUBMIT OFFER IN "Multy Currency" (INR and one other specified currency):

In case any Foreign Bidder or their Indian Agent/ Dealer/ Distributor is willing to quote for Equipment in "Foreign Currency" and any of the other Price Components (Special Tools or Spares) in INR, such bidders shall follow the following procedure:

  - x) For the Equipment Portion to be quoted in "Foreign Currency": Initially bidders will select the Type of Currency as "OTHER CURRENCY" in the BOQ. After this selection Sheet 'Bid\_Other' will be visible to the bidder. The bidders are required to fill all required data and Price Elements corresponding to the component to be offered in Other Currency as indicated in the said Sheet.
  - y) For the Cost Components to be quoted in "INR": After filling the Equipment Portion in Sheet 'Bid\_Other' the bidder will return to sheet BOQ and select the currency as "INR" in the BOQ. After this selection Sheet 'Bid\_INR' will be

visible to the bidder. The bidders are required to fill all required data and Price Elements corresponding to the component to be offered in INR as indicated in the said Sheet.

**3.0 Cost of Bidding:** The bidder shall bear all costs associated with the preparation and submission of his bid and SCCL will in no case be responsible and liable for those costs.

**4.0 Clarification of Bid:** The bidder may seek clarification online within the specified period. The identity of the Bidder will not be disclosed by the system. The department will clarify as far as possible the relevant queries of bidders. The clarifications given by department will be visible to all the bidders intending to participate in that tender. The clarifications may be asked from the day of e-Publication of NIT. The last date for seeking clarification by bidder will be as per TIME SCHEDULE given in NIT and the last date of giving clarification on-line will be up to 07 (seven) days before the last date of submission of bid. However, clarification of Bid dates are as per critical dates in e-portal.

**5.0 Modification / Withdrawal of Bid :**

Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid on-line as many times as he may wish.

Bidders may withdraw their bids online within the end date of submission.

**6.0 Evaluation of Bid:**

6.1 The bidder will have to upload scanned copies of various documents as specified in NIT for the evaluation process, document in support of exemption of EMD (if applicable) and Technical Parameter Sheet (TPS) in excel format for technical evaluation.

6.2 After receipt of EMD (wherever applicable, Cover-I documents shall be decrypted and opened on-line, on the pre-scheduled date and time by the Bid Openers with their Digital Signature Certificate(DSC). The submitted bids shall be evaluated for General, Technical, and Commercial terms & conditions.

6.3 Initially, there will be a technical scrutiny report and commercial scrutiny report generated by the system itself. The copies of system generated technical and commercial scrutiny reports shall be available in the system and may be downloaded by technical department and MP/Purchase department respectively for separately carrying out the technical and commercial scrutiny. Subsequently, technical and commercial scrutiny generated by the system shall be scrutinised/ verified by the concerned departments in light of documents uploaded by the bidders in respect of bidders qualified based upon template response only.

The system will generate a auto-response sheet based on the bidders' value. However, It will be scrutinized by Tender committee member of SCCL based on the uploaded documents. The summary of Tender committee recommendation of the Techno-Commercial Evaluation will be made available in the portal.

6.4 After evaluation of Techno-commercial bid, all the bidders will get the information regarding status of their eligibility along with the date of Price-bid opening on their personalized dash board and also by system generated e-mail.

It will be the bidder's responsibility to check the status of their Bid online at least once daily, after the opening of Techno-commercial bid till opening of the Price-bid. No separate communication will be made to the bidder in this regard.

The Price-bid of the successful bidders (qualified in Techno-commercial bid) will be decrypted and opened on-line, on the pre-scheduled date and time by the Bid Openers with their Digital Signature Certificate (DSC). The participating bidders may view the opening of Price-bids remotely on-line. The bidders will get the information regarding the status of their financial bid and ranking of bidders on website.

SCCL reserves the right to verify any of the documents uploaded by the bidder at any stage. All communication will be on e-mail and SMS basis. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time i.e. within 10 days.

## **7.0 Shortfall Document:**

The Purchaser may ask for shortfall documents during the evaluation of the bids. These documents shall not be relating to submission of EMD. Request for documents and the response shall be in writing and no changes in the prices of the bid shall be sought, offered or permitted. No modification of the bid and any form of communication with SCCL or submission of any additional documents, not specifically asked for by SCCL, will be allowed and even submitted they will not be considered by the purchaser.

These documents may be allowed to be uploaded within the specified time period, a maximum of **10 (ten) days**. The above documents will be specified on-line under the link uploaded shortfall document, by evaluator normally within 10 days of techno-commercial Bid (Cover-I) opening, indicating the start date and end date giving maximum 10 days' time for online submission by bidder. The bidders will get this information on their personalized dashboard under "upload shortfall document/information" link.

Additionally, information shall also be sent by system generated email and SMS, but it will be the bidders responsibility to check the updated status/ information on their personalized dashboard at least once daily after opening of bid. No separate communication will be required in this regard. Non receipt of email and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder will upload/re-upload the requested documents within the specified period and no additional time will be allowed for on-line submission of documents.

**The bidders are requested to upload all the required documents as per NIT in support of their bids along with the bid itself, as seeking of short fall documents by SCCL is not mandatory.**

- 8.0** The final technical and commercial evaluation of the bids shall be done by the concerned Technical & commercial departments, which shall require approval of concerned HOD.
- 9.0** After the techno-commercial evaluation, as above, case may be put up to the appropriate level of tender committee for deliberations and recommendations in respect of listing of techno-commercially acceptable bidders.
- 10.0** After the short listing of techno-commercially acceptable bidders as above, the date and time of opening of Price bid shall be uploaded in the Portal and shortlisted firm shall also be informed through system generated email and SMS alert.

- 11.0** The Price bid of shortlisted bidders (qualified in techno-commercial bid) will be decrypted and opened on the scheduled date and after the pre-scheduled time by the Bid Openers with their Digital Signature Certificate. The bidder may view the Price Bid opening on-line remotely on their personalized dashboard under the link "Bid Opening (Live)" and can see the Price Bid/BOQ submitted by all shortlisted bidders. The Price Bids and system generated comparative statement will be downloaded and will be signed by the officers opening the Price Bids.
- 12.0** A system generated comparative statement of landed cost; will be duly checked and vetted by the associate finance, before the case is put up for further bid, the Comparative Statement of Prices indicating the rates quoted by all the bidders and item wise L-1 rank will be generated by the system which will be visible to all the participating bidders on-line.
- 13.0** All the details of Techno Commercial bid and Price bid will be kept preserved in the archives for auditing purposes and the same can be accessed with special authorization. The IP address of all the bidders who has participated in the bid along with timing and date will also be kept preserved in the system.



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

To,  
**The General Manager (MP)**  
The Singareni Collieries Company Limited.,  
Kothagudem Post.  
Khammam District.  
PIN - 507101

Sub : Letter of Bid for **Modernization of Semi Mobile Crushers at OCII Project, RG-3**  
Ref : Enq.No. Dt :

Dear Sirs,

**I/We** offer to supply the material as per our offered rate/price in accordance with the conditions of the NIT document as available in the website.

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

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

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

**DSC Holder**

If the DSC holder is bidding online on behalf of the bidder, then the scanned copy of Power of Attorney duly notarized on a non-judicial stamp paper of Rs 10 as per format mentioned on next page shall be uploaded along with this Letter of Bid on second page. However, If the bidder himself is the DSC holder, bidding on-line, then no specific document is required.

Yours faithfully,

(Signature of Bidder **OR** Authorised person of bidder **OR** DSC Holder bidding online with authorisation from bidder)

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

Format for Authorisation to DSC holder bidding online on behalf of bidder.

NON JUDICIAL STAMP PAPER OF Rs 10/-

I/We do hereby authorise M/s/Mr/..... Address  
..... for online bidding on behalf of me/us for the e-tenders invited by The  
Singareni Collieries Company Limited, Kothagudem on <https://singareni-tenders.gov.in>.

Signature/Seal of the DSC Holder

Authorised for online bidding on  
behalf of the bidder.

Signature & Seal of the bidder

Authorising the DSC Holder for  
online bidding.

Signature & Seal of the NOTARY

**ANNEXURE – IV****Sub : Modernization of Semi Mobile Crushers at OCII Project, RG-3**

Ref: Enq.No.

Dt :

Acceptance of Commercial terms and conditions by the Bidder.

<b>Sl. No.</b>	<b>Commercial Terms of NIT</b>	<b>Acceptance of Bidder</b>
1	Instructions to Bidder (Submission/Evaluation of Bid, etc)	Accepted
2	Bid Validity for 180 days from the date of opening of the techno-commercial bids.	Accepted
3	Price clause including Firm price on FOR Destination basis	Accepted
4	Submission of Import Document in case of Import &Supply by	Accepted
5	Submission of Cenvat Invoice /Tax invoice	Accepted
6	Applicable Taxes & Duties	Accepted
7	Consignee/Destination Point	Accepted
8	Delivery	Accepted
9	SCCL Payment Terms	Accepted
10	Packing	Accepted
11	Liquidated Damages clause as per NIT	Accepted
12	Risk Purchase clause as per NIT	Accepted
13	Force Majeure conditions as per NIT	Accepted
14	Guarantee / Warranty as per TPS of NIT	Accepted
15	Security Deposit	Accepted
16	Performance Bank Guarantee as per NIT	Accepted
17	Currency of Bid is Indian rupees	Accepted
18	Price Fall clause as per NIT	Accepted
19	General Terms and Conditions as per NIT	Accepted
20	Arbitration clause as per NIT	Accepted
21	'Jurisdiction of Court' as per NIT	Accepted

Signature of the Bidder

Seal of the Firm

## ANNEXURE – V

THE SINGARENI COLLIERIES COMPANY LIMITED			
OTHER COMMERCIAL INFORMATION			
Ref No : Enq.No.		Dt :	
TENDER for <b>Modernization of Semi Mobile Crushers at OCII Project, RG-3</b>			
Sl No	Particulars	Details	Remarks, if any
1	Details of EMD (if submitted)		
2	<b>Proof of being Manufacturer (for tendered items)</b>		
3	Type of registration (SSI/NSIC/DGS&D etc.)		
4	Document reference no & date		
5	Issued by		
6	Registration Number		
7	Name of the Registering Authority.		
8	<b>Excise Duty Details</b>		
9	Central Excise No		
10	Rate of Excise Duty quoted (If applicable)		
11	<b>Sales Tax Details</b>		
12	Sales Tax No.		
13	Rate of Sales Tax i.e. VAT/CST		
14	Packing Charges (Inclusive/Extra- Rate in % to be indicated)		
15	Forwarding Charges (Inclusive/Extra- Rate in % to be indicated)		
16	Freight charges (Inclusive/Extra -Rate in % to be indicated)		
17	Insurance charges (Inclusive/Extra -Rate in % to be indicated)		
18	PAN NO		
19	<b>Payment details (for EFT)</b>		
20	Account Name		
21	Banker's Name		
22	Branch		
23	Address, City/Town, District, State		
24	Account type		
25	A/c No & EFT No		
26	IFSC Code		
27	MSME (Applicable/Not Applicable)		
28	If applicable, indicate Registration No. & Registering Authority		
29	Submit self certified notarized copy of valid registration certificate (EM Part II) in "CERTIFICATES" file in Cover I		
30	Submission of Auditor's certificate regarding passing on of refund of ED, if any, to SCCL (Accepted/Not accepted)		
31	Submission of Sales Tax clearance certificate(if applicable)		
32	Vendor Code of the bidder.		
33	Firm prices: (The prices quoted are FIRM On FOR Destination basis )		
34	Suppliers are requested to inform their min. lead time & max. supply capacity per month for all items.		
35	In case, the bidder is not registered in SCCL i.e. vendor code is not allotted the bidder has to submit document at the time of submission.		

**PERFORMANCE BANK GUARANTEE**

In consideration of the Singareni Collieries Company Limited, Kothagudem Collieries P.O. PIN Code-507101, Khammam District (Telangana State) having agreed as per their order No. \_\_\_\_\_ to accept \_\_\_\_% Bank guarantee before making payment to make up the value of the equipment for the due fulfillment of the contract as per the terms and conditions contained in the order on production of performance bond in the shape of Bank Guarantee for Rs \_\_\_\_\_ (Rupees \_\_\_\_\_).

We, the Bankers, ( \_\_\_\_\_ ) through our Regional Office at \_\_\_\_\_ for and on behalf of our constituents M/s. \_\_\_\_\_ hereby execute this Bank Guarantee under take to indemnify The Singareni Collieries Company Limited, Kothagudem Collieries P.O PIN Code. 507101, Khammam District (Telangana State) to the extent of Rs. \_\_\_\_\_ against satisfactory performance of the equipment to the Singareni Collieries Company Limited, Kothagudem Collieries P.O. PIN Code – 507 101, Khammam District (Telangana State) or their assignee by reason of any breach of terms by the supplier or as contained vide the terms of the accepted supply order, during the period of \_\_\_\_\_ months from the date of dispatch or \_\_\_\_\_ months from the date of commissioning whichever is earlier, are fulfilled for the good ur. to order.

We, the Bankers \_\_\_\_\_ further agree that this performance guarantee there in contained shall remain in full force and effect during the period that would be taken for the performance of the contract and that it will continue to be enforceable till the dues of the Singareni Collieries Company Limited, Kothagudem Collieries P.O. PIN Code – 507101, Khammam District (Telangana State) under or by virtue of the contract have been fully paid up and their claims fully satisfied or discharged, till the Singareni Collieries Company Limited, Kothagudem Collieries Post Office PIN Code 507 101, Khammam District (Telangana State) or their assignee certifies that the terms and conditions of the tender have been fully and properly carried out by the contractor and accordingly discharged this guarantee subject however, that the Singareni Collieries Company Limited, Kothagudem Collieries Post Office, PIN Code – 507101, Khammam District (Telangana State) or their assignee shall have no rights under this performance Bank guarantee after expiry of \_\_\_\_\_ months from the date of its execution i.e., up to \_\_\_\_\_.

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

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

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

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

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

The guarantee shall remain in force for a period of \_\_\_\_\_ months from the date of dispatch or \_\_\_\_\_ months from the date of commissioning whichever is earlier, in period of time subject to further that the company shall have no right under this bond after the expiry of the above period from the date of execution and we \_\_\_\_\_ (The Bank) shall be relieved and discharged from all liabilities under this guarantee thereafter.

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Contact details of the Banker:

Postal Address:

Phone & Fax Number:

e\_mail id:

**THE SINGARENI COLLIERIES COMPANY LIMITED**  
(A Government Company)

Corporate Material Procurement Department,  
P.O.Kothagudem Collieries –507101  
Khammam District, TELANGANA

Fax: 08744 -245651  
Telephone: 08744 - 243109  
E.Mail: gm\_pd@scclmines.com

**LIST OF ITEMS IDENTIFIED FOR ANCILLARISATION**

1.	M.S. Bolts & Nuts
2.	Rivets, Washers & Screws
3.	Dog Nails
4.	Fish plates, Nuts & bolts for fish plates
5.	Belt Jointing Pins
6.	Cable hooks and Signal hooks
7.	Belt Conveyor rollers
8.	Belt Sections
9.	Resin Capsules
10.	Cement Capsules
11.	GI Canisters
12.	Blasting Gallery – Spacers
13.	Radiator repairs
14.	Repairs and rewinding of Motors of AC & DC
15.	Repairs / rewinding of Transformers (Welding / Lighting/ Power)
16.	GI wire
17.	Wire Mesh for longwall salvage
18.	Manufacturing of supply of Electrical coils for i) AC motors up to 6.6 KV grade ii) Transformer coils up to 33 KV grade
19.	Repairs of rotors for electric motor
20.	Lighting cable
21.	Steel chock manufacturing
22.	House wiring
23.	All types of fan repairs
24.	Shovel bucket welding
25.	Repairs of pumps
26.	Couplings manufacturing
27.	Special steel and alloy castings (Tooth points, track pads, Mn steel casting)
28.	Manufacturing of fly ash bricks. (Not to be manufactured at stores site. It shall be at their own site).
29.	Manufacturing of pump components (spares).
30.	Transformer oil filtration
31.	Reconditioning of drill bits and drill rods
32.	Vulcanizing the old Trailing cables of drill machines, SDLs, LHDs, etc. (work should be carried out at the respective mine premises).
33.	Manufacturing of earth clams, G.I flats, G.I bolts and nuts.
34.	Manufacturing of earth pit components and erection.
35.	Crimping of hydraulic hoses.
36.	Repairs to hydraulic pumps, motors, control valves and other related components
37.	Refurbishing of LT & HT switches with OEM spares including testing.
38.	Manufacturing / repairs of slip rings & D-contacts.
39.	Furniture repairs i.e., cane chairs, table, almirahs, etc.
40.	Repairs to wet grinders, water purifiers, and water coolers
41.	Manufacturing of coupling bolts of all sizes
42.	Fabrication of OHT line components like cross arms, clamps, stay wires, cross bracings, base plates etc.

43.	Manufacturing of haulage rope drum rollers.
44.	All sizes of Ventilation doors.