

THE SINGARENI COLLIERIES COMPANY LIMITED

(A GOVERNMENT COMPANY)

CORPORATE MATERIAL PROCUREMENT DEPARTMENT KOTHAGUDEM COLLIERIES P.O – 507101 DIST: BHADRADRI KOTHAGUDEM – TELANGANA (STATE) CIN:U10102TG1920SGC000571

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"Pre Tender Vendor Meet will be held at 3.00 PM 0n 4th February 2017 at Conference Hall, CCC Guest House, SRP Area, for Design, Engineering, Manufacturing, Supply, Installation & commissioning of Crushers, Conveyors and high angle conveyor for transportation of Coal from mine pit to the mine surface at SRP OC, SRP Area. Interested parties may inspect the proposed site at SRP OC, SRP Area before attending the pre tender Vendor meet."

NOTICE INVITING TENDERS (NIT)

Sub: Design, Engineering, Manufacturing, Supply, Installation & commissioning of coal transportation using high angle conveyor from mine pit to the mine surface at SRP OC, SRP Area.

Enq. No	XXXXXXX	Mode of enquiry	Open
Number of Sources	Single	Mode of Tendering	Two cover
Input Tax Credit on VAT	Applicable	CENVAT Credit on ED and service tax	Applicable

- 1. Tenders are invited for Design, Engineering, Manufacturing, Supply, Installation & commissioning of coal transportation using high angle conveyor from mine pit to the mine surface at SRP OC, SRP Area.
- 2. The Estimated value of the enquiry is Rs. xxxxxxxxxx
- 3. The EMD amount shall be Rs. xxxxxxx/- (See EMD Clause in the following pages for other details).

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

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: Single

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 firmed up price (on landed cost basis) by qualified L2, L3, L4 firms and so on.

Irrespective of the number of sources, 50% of the quantity is reserved for SCCL Ancillary units for the Ancillarized items. The 50% 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 firmed 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.

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 Bhadradri Kothagudem District in TELANGANA alone and not at any other place.

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. <u>INSTRUCTIONS TO FILL TECHNICAL BID AND TECHNCIAL TERMS & CONDITIONS:</u>

- 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 under taking 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.
- 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:

- 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:

ELIGIBILITY CRITERIA:

Manufacturers based in India and foreign based manufacturers or their authorized dealers / agents 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:

- a) The equipment / item to be offered by the bidders' shall be considered proven provided the equipment / item offered or similar equipment / item of higher specification must have been supplied not prior to 7 years from the date of opening of tender 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.
- b) 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.
- c) The bidders should essentially submit authenticated copies (ink signed and stamped by the original manufacturer) of supply orders received by them for the same /similar equipment / item offered with details.
- d) Bidders are required to submit Satisfactory Performance reports for the supplies made against the order copies submitted.
- e) 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 item or similar item of higher specification have performed satisfactorily for a minimum period of 1 year from the date of commissioning of the 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.
- f) 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. 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.
- g) In case the bidder is unable to submit performance reports, a self certification duly signed and stamped by the bidder, confirming that the equipment / item offered or similar equipment / item of higher specification, supplied to any Govt sector / public sector, 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. Self certification is not acceptable for the supplies made to private firms.

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

C. <u>INSTRUCTIONS TO FILL COMMERCIAL BID AND COMMERCIAL TERMS & CONDITIONS:</u>

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, Bhadradri Kothagudem 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 G.M (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 / service. This is applicable for procurement of only items produced and services rendered by MSEs, but not for trading activities.
- vi) Ancillary Units / Subsidiaries of 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.
- 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 basis only. Loading will be done as mentioned below for evaluation on landed cost basis (i.e. FOR destination basis).

Loadings for evaluation of Landed cost for materials attracting Basic Customs Duty @ 7.5%

	oadings for evaluation of Landed cost for materials attra	cting Basic Cu	stoms Duty @	[®] 7.5%
SI. No.	Particulars	FO		
		Other than USA,Canad a Japan	For USA,Cana da Japan	CIF
1	FOB Price(Cost) C	100	100	
2	Marine Frieght on FOB @ 10% otherthanUSA/ 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.Service charge 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 @29.441%% on Assessable Value or (7a+7b+7c+7d)	29.385	29.919	26.693
9	Service charge on discouned 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	Swach Bharat cess @0.5% on Marine insurance premium C&F(S.No.4) =112*0.5%*0.068875%=0.0004 & Swach Bharat cess @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	147.019	131.693
15	Conversion Factor for loading (14/1)	1.445	1.470	1.317
16	Less: Cenvat Credit (7b+7d+9)if yes	20.358	20.728	18.483
17	Total(13-15)	124.125	126.290	113.209
18	Conversion factor for loading (17/1)	1.241	1.263	1.132

Note: If the basic custom duty is considered @10%, the conversion factor for loading will be 1.26998, 1.26291 & _____ respectively.

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 / T 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 there of 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) / TVAT (UNDER TVAT ACT 2005):

i) The bidder shall clearly mention the "Sales Tax (i.e. Central Sales Tax for interstate supplies) or VAT under T 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 T 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" & "Krishi Kalyan Cess" 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 TVAT ACT 2005):

- If the work for which the NIT relates to attracts Works Contract Tax under TVAT 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 TVAT 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 TVAT rules as furnished hereunder:

Central Excise Registration No : AAACT8873FEM001
Service Tax Registration No : AAACT8873FST001
TIN/CST No (Under TVAT Act 2005) : 36150117915
PAN (Under Income TAX ACT, 1961) : AAACT8873F

- 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:

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 SCCL 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 SCCL 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 of consignment value* will be opened subject to acceptance of the order and submission of bank guarantee for 10% of respective consignment 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.

*(Consignment value is arrived based on the quantities to be delivered as per the delivery schedule specified in the purchase order)

30. DELIVERY SCHEDULE:

- 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.
- ii) In case of overseas suppliers: 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 or in accordance with the specified delivery schedule notified in the NIT as consignment wise letter of credit will be opened based on the delivery schedule.

31. LIQUIDATED DAMAGES (LD):

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 there of in time as stipulated in the contract.

32. FORCE MAJEURE CONDITIONS:

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.

33. PERFORMANCE BANK GUARANTEE (PBG):

- 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 or operative and payable at 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.
 - iv) 10% of consignment wise value in case of overseas supplies where payment is by way of Letter of Credit.

- 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:

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:

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, 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 exclusive 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 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.

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.

SCCL Helpdesk Numbers:

EPBAX Numbers 08744 242301 Extn:3558 / 3559 / 3553 08744 248873

Annexure - I

SPECIAL TERMS & CONDITIONS

ANNEXURE - I

SPECIAL TERMS & CONDITIONS:

1. Warranty (Clause no:19):

The tenderer shall guarantee the performance of the equipment individually as well as the system as a whole for a period of 24 months from the date of commissioning of the whole system for regular operation after successful completion and acceptance of Final acceptance test.

If any defects developed during the warranty period, the firm shall either repair the equipment or replace the defective parts by new at their cost to the satisfaction of SCCL authorities.

2. Payment terms (Clause no.29):

- i) For Design & Engineering, supply of Design, drawings, specifications, operation and maintenance manuals, spare parts manuals etc.
- a) 80% of the value quoted for above (ie. for Design & Engineering, Supply of design, Drawings, specifications, O&M Manuals, spare parts manual) 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 and approved 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 subject to submission of remaining engineering documents and after issue of final acceptance certificate.

ii) For supply of equipment & Material

- a) 80% of the value of the above (ie. 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 subject to issue of final acceptance certificate.

iii) For Civil / Structural works

a) 80% value of the above (ie. for Civil works/ Structural works) 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 subject to portion of work completed duly measured and 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 on completion and issue of final acceptance certificate.
- c) SCCL and Successful bidder shall have mutually agreed billing schedules

iv) For Erection, Commissioning etc.

- a) 80% value of the above (ie. 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 on completion of performance test and issue of final acceptance certificate.
- c) SCCL and Successful bidder shall have mutually agreed billing schedules.

Payments shall be on pro-rata basis where ever applicable as per the approved billing schedule. Firm has to submit the billing schedule to GM (E&M) OCPs & CHPs for approval.

V) Payment terms for AMC (Annual Maintenance Contract):

Quarterly payment will be made against submission of invoice along with service report duly certified by the Project Officer of SRP OCP, Srirampur Area.

3. Delivery schedule(Clause no:30):

Upon release of Purchase Order, the complete system shall be commissioned within 12 months from the date of handing over of site or date of approval of drawings whichever is later.

4. Liquidated Damages (Clause no:31):

a) For delay in completing the project as per schedule:

In the event of supply, erection and commissioning not being effected within the contractual delivery schedule, liquidated damages @ 1% of basic price, not by way of penalty, of the value of the pending work 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. The payment or deduction of such damages shall not relieve the supplier from the contractual obligation to complete the supply or balance portion of the work there of in time as stipulated in the contract.

b) For Assured availability during warranty:

The tenderer shall guarantee that the system offered will operate round the clock all-round and the guarantee that the system shall achieve minimum 90% availability during the initial period of 24 months from the date of issue of final acceptance test. In the event of system not being able to reach availability of 90% the penalty equivalent to 1% of the contract value for fall of 2% availability will be recovered by SCCL.

The maximum liquidated damages levied will be 10% of the basic value of the order (except AMC value) and the short fall in availability for more that 20% will not be acceptable in any case and successful tenderer shall guarantee for the same.

If the fall in percentage availability is more than 20% (i.e. less than 70%) will have the right to extend the warranty/guarantee period till achieving the 90% availability consecutively for three months.

c) For delay in rectifying the break down during CMC:

The firm has to attend breakdown calls as and when required in addition to the regular visits of once in a month. The firm should depute their technical personnel and rectify the problem with in 24 hrs. after receiving the break down information. Otherwise, penalty @ 1% per day of the contract amount of that guarter will be levied beyond 24 hours.

5. Performance Bank Guarantee (Clause no.33):

The successful bidder shall have to submit PBG as detailed here under

Within one month from the date of receipt of order, the successful bidder shall have to submit PBG for 10% of the order value of the Pre-weigh Wagon Loading System(excluding AMC) which shall be valid for 3 months above the CMC period. PBG will be returned after completion of stipulated period of CMC.

For other terms of PBG, please refer clause No.33 of NIT.

6. Price Bid Evaluation Criteria (Clause no.42):

Price bids will be evaluated and L1 status will be arrived by totaling the landed cost of all elements ie. Design and supply of drawings and other documents, supply of material, civil works, erection and commissioning of the total system and 5 years AMC charges considering applicable taxes and ITC & CENVAT credits dully applicable

7. Applicable Taxes for Works contracts: Civil structural works attracts 'works contract tax'.

As per the existing taxation regulations of TVAT, 'Works contract tax' can be chosen from one of the methods given below.

A. MATERIAL IDENTIFICATION METHOD:

T VAT on Material.	@ 14.5% or 5%
SERVICE TAX on Service portion	@ 14.0% , SBC @0.5% and KKC @0.5%
TAX CREDITS TO SCCL ON AMC	i) Input tax Credit on T VAT: Applicable
	ii)Cenvat Credit on Service Tax: Applicable

B. ABATEMENT METHOD:

T VAT	@ 14.5% on 70% of Contract Value
SERVICE TAX on SERVICE	@ 14.0% on 40% of Contract Value and SBC @0.5% and KKC
	<u>@0.5%</u>
TAX CREDITS TO SCCL ON AMC	i) Input tax Credit on T VAT: Not Applicable
	ii)Cenvat Credit on Service Tax: Applicable

C. COMPOSITION METHOD:

T VAT	@ 5% on Contract Value
SERVICE TAX on SERVICE	@ 14.0% on 40% of Contract Value and SBC @0.5% and KKC
	<u>@0.5%</u>
TAX CREDITS TO SCCL ON AMC	i) Input tax Credit on T VAT: Not Applicable
	ii)Cenvat Credit on Service Tax: Applicable

NOTE:

i) Tenderer shall have to opt for any of the tax methods relevant to them. (either A or B or C). In case Option' A-Material identification method' is selected, a list of spares and material

required for completion work along with prices shall be submitted to arrive the tax credits for further evaluation to arrive L-1 status.

- ii) SCCL has to recover and remit TDS on T VAT (WCT) @3.5% of the total amounts payable to the supplier irrespective of the method chosen for discharging TVAT(WCT) Liability.
- iii) **Reverse Charge Implications:** If the successful tenderer happens to be an individual, HUF, Proprietary firm, Partnership firm or Association of persons, the provisions of partial reverse charge would be applicable under which SCCL would be required to remit 50% of the Service tax liability directly to Govt. and the balance service tax liability shall be discharged by the service provider. However, if the successful tenderer is a body corporate, total service tax liability shall be remitted by the successful tenderer only.

For G.M. (Material Procurement)
The Singareni Collieries Company Ltd.
(A Govt. Company)

Kothagudem Collieries - 507 101

Technical Specifications

TECHNICAL SPECIFICATIONS AND TERMS & CONDITIONS FOR THE COAL HANDLING SYSTEM PROPOSED AT SRIRAMPUR OCP, SRP AREA

The intent of this tender is to place the order on complete Turnkey basis for

- I) Design, Engineering, Manufacture, testing, supply of equipment to site, installation of equipment & commissioning complete with Civil, Structural, Electrical & Mechanical Works along with five years of operation and maintenance contract of coal transportation system using high angle sandwich conveyor from mine pit to the mine surface at SRP OC, SRP Area.
- II) The equipment scope other than High angle sandwich conveyor includes the Crushers and conveyors, with necessary technological and super structures.

1. DESIGN BASIS

Material to be handled : Coal

2. Bulk density

a) For Volume Calculations : 0.8 Tons per Cu.m.b) For weight/power calculations : 1.15 Tons per Cu.m.

c) Moisture content : Inherent moisture 6 to 8%

Surface Moisture up to 20% in rainy

season

d) Material lump size : 1000mm - Before crushing

-100mm (90%) -After crushing

5. Compressive strength of Coal : 300 – 400 Kg./ Cm²

6. Material to be conveyed : Crushed Coal of less than 100 mm

7 Conveying Capacity : 1500 Tons per hour

1800 Tons per hour- peak

8. Belt Speed : 3 m/sec.

9. Lift : 170 -200 mtrs

10 Belt Width : 1400 mm

11. Ambient temperature : 50 Deg. Centigrade

12. Operating Voltage : 3.3 KV/550V AC, 3- Phase , 50 Hz.

13. Loading Schedule : 3 shifts, 7 days a week and 365 days/year

III) SYSTEM DESCRIPTION

- ✓ Run Of Mine (ROM) coal of size 1000mmX1000mmX1000mm from coal seam in the mine is transported by dumpers and dumped in to the Crushers. The crushers should crush the coal from 1000mm to -100 mm. The no. of Crushers proposed are 3 nos. with a capacity of 500 TPH each.
- ✓ The crushed coal from the crusher shall be discharged on to Bench conveyor. The bench conveyor is subjected to extension during mine progress.
- ✓ Material from Bench conveyor shall be fed to a High Angle Sandwich conveyor.
- ✓ Coal from High Angle sandwich conveyor from the mine pit is elevated to mine surface and discharged to a surface level belt conveyor. Surface belt conveyor shall be discharged in the 6000T Ground level Bunkers.
- ✓ The above System shall be designed with a operating capacity of 1500 TPH and a peak capacity of 1800 TPH.
- ✓ Take up arrangement shall be suitable type and should be located at the tail-end/ feed end of the conveyor as per the design.
- ✓ All safety controls like Zero Speed Switch, Belt sway, pull cord, Emergency Trip Switches and Brake thrusters along with Anti Roll back devices with in built shall be provided for conveyors/ equipments. Any other safety controls required shall be considered.
 - IV). The following is, in general, the detailed technical specification for the proposed Coal handling system proposed at SRP OC. The Tenderers are, however, advised to inspect the site for ascertaining the conditions required for an acceptable system design.
 - A. **CRUSHERS**:3 nos. Heavy duty, 500 TPH Crushers are capable of receiving ROM coal with lumps of around 1000 mmX1000mmX1000mm and break it to 100 mm and discharge on to a Belt Conveyor. The Crusher shall consist of Hopper with main Frame to suitable to receive the coal from 60 T Dumpers. The construction shall be all welded steel made of suitable structural sections designed to withstand stress & strains caused during dumping of coal into the Hopper and during operation. Suitable wear resistant liner plates shall be provided at the Hopper area.

The diameter and length of the Roll/Rolls shall be such that it can deal with the largest lump specified. The Crusher roll/rolls shall be heavy duty, high inertia construction with picks suitably spaced and mounted in a spiral pattern. The arrangement of Crusher Roll/Rolls shall be such that it can be taken out and in the same position easily in the least possible time. The Crusher shaft shall be made of high strength steel and mounted on spherical roller bearings to sustain high shocks that occur due to impact. Shall be driven by adequately rated electric motor through a mechanical reducer / flexible coupling & shear pins to protect the Gear box and Motor from excessive loads.

Chain Conveyor shall be of heavy duty having sufficient strength, superior fatigue & shock resistance characteristics. The speed of the Chain Conveyor shall be variable

(through either Hydraulic / VVVF Drive) from 0 to rated speed. Type of the Drive to be mentioned. Suitable device shall be provided in the Chain tensioning circuit to absorb shocks. Chain Conveyor shall be able to start with full load in the Hopper.

One Ton capacity Industrial type Air Conditioner shall be provided to the Operator Cabin. The Cabin shall be so designed that there will be no ingress of dust into the cabin. The Cabin shall have all the controls of the system and located ergonomically for easy reach to the Operator and efficient operation of the machine. The Cabin shall be provided with a fan for comfortable working of the Operator.

B. **HIGH ANGLE SANDWICH CONVEYOR**: High Angle Sandwitch belt conveyor uses two conveyor belts, face-to-face, to gently but firmly contain the product being carried, hence making steep incline and even vertical-lift runs easily achievable.

The Sandwich conveyor shall be driven by two separate drive motors for two belts mounted directly over the conveyor belt.

The pressure from various means shall provide enough friction at the cover belt and carrying belt surfaces to counteract the forces of gravity attempting to cause the material to slide back between the belts with an adequate safety margin.

While selecting the belt speed and width greater consideration should be given to the edge distance. The edge distance (distance between the edges of the belt and loaded material) must satisfy the requirements in order to ensure that sufficient contact area and pressure is provided on both sides of the load stream to seal the product within the envelope of the two belts along the inclined section. This edge distance shall be marginally greater than troughed belt theory.

C.BENCH & SURFACE LEVEL CONVEYORS: The bench and surface level conveyors shall be 1400mm wide, 3 m/sec speed to convey the 1500 TPH of coal. The peak designed capacity shall be 1800TPH.

The drive unit consisting of Drive pulley assembly, reduction gears, motors, flexible coupling & thruster brakes. Drive arrangement shall be of Dual tandem Drive with equalizer gears and drive pulleys should be so placed that there shall be an equal wrap angle of around 230° for conveyor belting. Each drive drum is driven by separate motor and gear box.

The units shall be robust & compact to facilitate easy erection in the mine. The design shall be modular so that individual components can be taken out and replaced for repair & overhaul easily.

The characteristics of the drive units shall be compatible characteristics of the driven equipment so that in adverse conditions, the equipment shall be started at full load. The Gear box shall have spiral bevel gears as first reduction, helical gear as 2nd reduction, spur gear as final reduction to be provided. The gears shall be of high precision, hardened, ground / lapped in accordance with the highest Indian/International standards. Oil level indicators with max. & min. level markings, magnetic drain plug and metallic filling cum breather to be provided to the gear box. The service factor of Gearbox shall not be less than 2.

Make: Elecon / APHMEL / Flender / Shanti / Greaves / NAW.

The pulleys should conform to IS: 8531 (Specification for pulleys for belt conveyors).

The out of roundness should be \pm 0.5% prior to lagging, pulleys shell plate should be fabricated from IS: 2062 material. All pulleys should be statically balanced. The pulley shaft should be of steel not inferior to C-40, IS: 1570. Spherical roller bearings should be provided for pulleys design rated life of bearings should not be less than 50,000 hours. Cast steel Plummer blocks should be provided.

All pulleys are rubber lagged with herring bone/diamond pattern FR grade rubber with Durometer hardness 55 to 60 degrees shore. All pulleys should be fabricated with rib in the middle.

BELT CLEANING ARRANGEMENT

External belt cleaner of counter weighted rubber scraper type should be provided on return run to discharge drum.

Internal belt cleaner of 'V' plough type should be provided on the return belt near the tail pulley.

All the conveyors should be provided with one self cleaning type rubber disc return idler located near the head pulley for cleaning the return belt

Moving part of conveyor should be suitably guarded by expanded metal confirming to IS:412 (latest) at discharge, Drive, take up and tail frames.

Metal detectors and Magnetic separators

To protect the belt from damage by ferrous and non-ferrous materials one set of metal detectors and Magnetic separators will be on the Bench Conveyor at suitable location.

Safety devices

All the equipment and conveyors in the circuit shall be provided with necessary safety devices such as emergency stop switches, overload protection, wire-netting, railing type or guards, pull chords switches with pull cord indicator and sensor, belt sway switches, zero speed switches, brakes, holdback devices, etc wherever applicable. All equipment in the stream will be started and stopped from the central control room in a predetermined sequence consecutively i.e. one by one with a definite time lag. The sequence of starting of drive will be in the reverse direction of coal flow, while stopping of the drives will be in the direction of coal flow. In case of stoppage of any equipment in the circuit for any reason, all the preceding equipment/conveyors shall be stopped automatically.

Pre-start hooters shall be blown to alarm the operating and maintenance personnel. All the floors and distant transfer houses shall be provided with audio-visual signals to alarm the working personnel locally. Necessary walkways and crossovers shall be provided along the conveyors. Under-netting shall be provided wherever conveyors cross any roads or working areas as elaborated elsewhere.

ILLUMINATION SYSTEM

The design of illumination system including fittings and installation will be aimed at providing proper level of illumination in both inside and outside of proposed CHP with

safety and decorative features. Sodium Vapour Lamps shall be used for outdoor lighting

whereas indoor lighting shall be done by sodium / fluorescent lamps/CF lamps according to the nature and requirement of the place.

The following levels of illuminations and type of fittings are envisaged. In case, the bidder offers any alternatives, the bidder shall bring out clearly in the bid with proper justification and reference, if any:-

Sl.no	Name of the Place Illumination	Illumination Level (Lux)	Types of lights
01	Crusher & Conveyor Area etc. (Internal/ External)	70	HPSV
02	Conveyor gantries	70-100	HPSV
03	Conveyor drive and discharge house, transfer points, maintenance bay, etc	150	HPSV
04	Substation, Control Room / Rear of control Panel / switch house/ Office	150-300	Fluorescent/ CFL
05	Control Desk	250-300	Fluorescent/ CFL

For illumination system, power shall be fed from 3.3 KV/230 V (L-L) lighting transformers

The distribution of power for illumination system shall be made through Lighting Distribution Board located at strategic places. Lighting shall be controlled by automatic programmable timers and suitable capacity contactors for out door/ yard lighting.

Dust suppression.

Proper water supply arrangement for dust suppression will be made at dust generating points so that all working space remains free of dust. At receiving hoppers for dust suppression water jets will have to be provided. At transfer houses Fog type water dust suppression system (with compressor) has been envisaged.

All civil works pertaining to dust suppression and extraction shall be as per system requirement. Dust suppression system should be suitable for water which is available at Project. The pumping sets for the dust suppression / control should have 100% stand - by at each location.

Necessary measures shall also be taken for noise and vibration control.

General system requirement

The system/equipment shall be capable of working satisfactorily to the guaranteed performance under dust laden atmospheric conditions having an ambient temperature of surrounding up to 50 0 c and relative humidity up to 95%. The system design shall be such that in case of addition/modification of various equipment in the plant, the system can be extended easily for monitoring and control of additional equipment. The software shall be such that by reconfiguration at site the system shall be able to accommodate the modification. Any equipment/sub-system specifically not covered shall deemed to be included to make system complete.

The system shall have the following facilities:

- a) Real time automatic centralised control (starting and stopping) from control room for all equipment in accordance with a pre-determined sequence (both for starting and stopping) for normal operation of the plant so as to ensure safe and efficient operation of entire plant.
- b) Stopping of any equipment from the control station located near the drive of respective equipment under all conditions including emergency
- c) Stopping of conveyors in case of emergency by Pull Cord Switches, Belt Sway Switches, and zero speed switches, etc provided along the conveyors.
- d) Starting and stopping of any desired equipment independently from local control stations located near the respective motors/drives for maintenance/repair/testing by selecting remote/local mode of operation from the control room through a suitable command.
- e) Sounding audio alarm/warning system prior to starting of the plant for information to plant personnel/maintenance staff to keep a safe distance from equipment under operation
- f) Continuous status monitoring of all equipment e.g. conveyors, apron feeder, Magnetic Separator, metal detector, circuit breakers etc. In addition to status monitoring, monitoring of other parameters like overload, single phasing, earth leakage, belt sway, belt speed, lubrication system, bearing temperature, noise level, vibrations level, etc.
- g) Colour visual display units with functional key boards to allow the operator in control room to observe status of operation of various equipment, alarms, fault annunciation mimic display on VDUs and to select the various displays on VDUs pertaining to inspection of state of readiness of control circuits prior to equipment to be started.
- h) Dedicated keys on key board to select Remote/Local modes of operation and issue commands for starting/stopping drives in sequential/individual mode.
- i) Management information reports.
- j) Starting/stopping of Equipment which is not under sequence control from the site

SCOPE OF WORK AND SERVICES.

- Design, Engineering, Civil Foundations, Fabrication, Erection of structures, equipments and Commissioning of complete System on turn key basis including painting.
- Cable laying and termination. Supply of power and control cables from Incomer/controlling panel to equipment is tenderer scope and the cables shall comply the DGMS guide lines.
- 3) Construction of Civil Foundations for Conveyor Drive units, loop take up, tail end drum and Foundations for Crushers including retaining wall.
- 4) Installation of Crushers, Belt Conveyors and sandwitch high angle conveyor and fabrication of chutes where ever required.
- 5) Earthing for the electrical equipment shall be provided as per CEA 2010 Regulations.
- 6) All the Electric Motors driving the Gear boxes and other drives shall be of high torque, Non FLP, TEFC, Squirrel Cage Induction Motors with 'F' Class

- insulation and conform to relevant Indian Standards. The Motors shall be of Kirloskar Electric /Crompton Greaves / Alsthom / Siemens / ABB makes only. All the Electrical Equipment shall be IP-55 Rating.
- 7) Starter panels with local control stations and E/L & O/L protections for all the drive motors shall be provided with indicating lamps, indicating meters as necessary along with required incoming and out going PVC DWA Copper cables. Enclosures shall be suitable for outdoor duty, dust/vermin proof and top canopy as per IP-55 enclosure
- 8) Remote operation and sequence of operation shall be arranged for all the conveyors to operate from the Crusher cabin/Control Room.
- 9) All the power and control cables for various applications on the equipment are under the scope of tenderer. Feeding 3300V/550 Volts A.C. power supply to the incomer of the equipment is only under the scope of SCCL.
- 10) Stair case and walk ways shall be provided where ever necessary.
- 11) For the roof and side sheeting where ever required, shall be provided with Coloured powder coated M.S Corrugated sheets.
- 12) All the steel work shall be mechanically wire brushed and applied with 2 Coats of Red oxide and 2 Coats of Synthetic enamel paints of ASIAN/ BERGER make only
- 13) 3 sets of Drawings and documents pertaining to operation and maintenance, spare parts catalogues, circuit diagrams of starters have to be supplied along with equipment.
- 14) Suitable arrangements shall be provided for suppressing the dust generated during crushing, dumping and conveying operation with a control knob in Operator's Cabin/Control Room.

Note: Commissioning, Operation and maintenance from Ground level bunkers to Pre-weigh Wagon loading system is SCCL scope.

IX) Annual Maintenance Contract

Apart from the above scope, the Bidder shall provide operation and maintenance services for the system supplied and commissioned by the tenderer for a period of 5 consecutive years from the date of successful commissioning.

The Operation & Maintenance services includes the supply of Manpower and spares required for the system. However the utilities like water, electricity, air etc., required to run the system shall be provided by SCCL.

X) NOTES

- 1) The complete system will be commissioned with in the 12 months from the date of release of purchase order.
- 2) The successful Tender shall carry out detailed survey of the area, sub soil exploration, field and laboratory testing of samples where the proposed system is to be installed and the test reports shall be submitted.
- 3) Tenderer shall indicate the power supply requirement for commissioning of entire system. SCCL will provide the electrical power for the site fabrication on chargeable basis, as per the existing tariff applicable to temporary contractors of SCCL.
- 4) Necessary water required for civil construction etc. will be provided by SCCL.

XI) SITE VISIT

- Tenderers should visit the site before submission of offers to get acquainted with the scope of work, place ,site to go through the plans/drawings connected to the present work etc. For this purpose they should contact concerned General Manager
- 2) Site visit is essential and the tenderers are requested to submit a letter from the concerned GM, stating that they have visited the site along with their offer.

XII) SPECIAL TERMS

1) WARRANTY

The tenderer shall guarantee the performance of the equipment individually as well as the system as a whole for a period of 24 months from the date of commissioning of whole system.

If any defects developed during the warranty period the firm shall either repair the equipment or replace the defective parts by new at their cost to the satisfaction of SCCL authorities.

2) PROGRESS REPORT

Successful tenderer shall submit monthly progress report to the concerned SCCL authorities in duplicate by 5th day of every month showing the progress of manufacturer of equipment, civil construction and other design construction activities along with detailed programme for the next month.

3) ACCEPTANCE TEST

- a) After satisfactory completion of erection SCCL representatives and contractors representatives jointly inspect the system and record that the plant is ready for commissioning and preliminary acceptance test under no load conditions. The preliminary acceptance test shall be carried out to determine that the plant has been erected as per the design meeting the duty requirements and is capability of taking coal for starter.
- b) If there are deficiencies, the same shall be jointly recorded. The successful tenderer shall eliminate such deficiencies and shall notify the second joint inspection.

4) FINAL ACCEPTANCE TEST

- A) Successful tenderer shall conduct performance guarantee test in the presence of SCCL representatives after 15 days of successful commissioning of the system. From then onwards the performance of the system will be observed for a period of 30 days. During the period the system shall fulfill the guarantee performance in respect of rates loading and other parameters mentioned elsewhere.
- B) On successful completion of the guarantee test run the system shall be accepted and the warranty of 24 months of the system shall start from final acceptance date.

5) **AVAILABILITY**

The tenderer shall guarantee that the system offered will operate round the clock all-round and the guarantee that the system shall achieve minimum 90% availability during the initial period of 24 months from the date of issue of final acceptance test. In the event of system not being able to reach availability of 90% the penalty equivalent to 1% of the contract value for fall of 2% availability will be recovered by SCCL without any legal resources.

The formula for availability shall be as below:

Scheduled shift hours = 24 hrs.

Available hours = Schedule shift hours - Maintenance hours & Breakdown hours

Percentage availability =

Schedule shift hours – Maintenance hours & breakdown hours
----- X 100
Schedule shift hours

The maximum liquidated damages levied will be 10% and the short fall in availability for more that 20% will not be acceptable in any case and successful tenderer shall guarantee for the same.

If the fall in percentage availability is more than 20% (i.e. less than 70%) SCCL will have the option to reject the equipment, after levying 10% penalty and the manufacturer shall have to replace the complete / part of the equipment, as applicable, at his cost, to meet the guaranteed percentage availability.

The contractor shall warrant that all the equipments will be new and in accordance with the contract documents and free from defective material, workmanship and shall guarantee trouble free operation of the entire system for a period of 24 calendar months from the date of acceptance test.

XIII) INSTALLATION, TRIAL RUN & COMMISSIONING

1) **INSTALLATION**

- i) All the Mechanical / Electrical equipment installation shall be under the supervision of an experienced, competent and qualified supervisors and engineers in the line.
- ii) All installations of Mechanical / Electrical equipment along its accessories and materials shall conform to the relevant current Indian standard specifications and code of practice, where no Indian standard specifications are available, the same shall conform to BSS/DIN/US/Equivalent International standards or generally accepted sound engineering practice.
- iii) All the Mechanical / Electrical equipment associated in the system shall be provided with sufficient space around it for approach to the equipment for ease of operation, maintenance and inspection purposes.

- iv) All the mechanical / electrical equipment along with its accessories shall be properly secured with proper locking bolts and other means to avoid noise and vibration of the equipment and its different components.
- v) All the equipment shall be given proper safety enclosure with sufficient moving space and all the rotating parts shall be covered by suitable enclosures / safety guards.
- vi) All the chute works etc. at any point shall be installed so as to ensure proper smooth flow of materials without excessive noise and easily dismantable by making it in suitable sections with bolting connections at the joint.
- v) Initial filling of oil and lubricants shall be done by the tenderer as per the requirement of individual equipment.

2) TRIAL RUN & COMMISSIONING

- i) Individual Mechanical equipment shall be run without load for testing its proper balancing, vibration and noise features and suitable adjustment shall be done for smooth running of equipment.
- ii) By trial runs of the complete equipment the temperature rise of its bearing and other parts associated with it shall be tested.
- iii) The individual trail run of each mechanical equipment shall be done for rectification of testing trouble and shall be on No-Load.
- iv) Group running of the equipment shall be done for testing its sequence operation including the time lag for matching the stipulated objective of the entire system. The synchronizing of all the mechanical/electrical equipment is a very important feature and shall ensure theoretical time lag and operation sequence of all electrical and mechanical equipment.
 - v) During load trial run the adjustment of all electrical and mechanical equipment shall be done to ensure their desired performance.
 - vi) The successful tenderer is responsible for operation / maintenance of the system supplied and commissioned by the tenderer and the man power deployed in sufficient numbers by him shall be technically qualified and properly trained during the erection and commissioning of the plant so that the persons are fully conversant with the assembly and sub-assembly of the equipment, detail circuiting of the electrical control system, hydraulic systems & mechanical equipment etc. and are in a position to rectify any defects of the equipment developed during the operation of the plant for efficient running with minimum down time.

G.M.(E&M), OCPs & CHPs

ANNEXURE - III

Format of Letter of Bid (LOB)

LETTER HEAD OF BIDDER

To,

The General Manager (MP)

The Singareni Collieries Company Limited., Kothagudem Post. Bhadradri Kothagudem District. PIN - 507101

Sub: Letter of Bid for_Design, Engineering, Manufacturing, Supply, Installation & commissioning of coal transportation using high angle conveyor from mine pit to the mine surface at SRP OC, SRP Area.

Dear Sirs,

I/We offer to Supply the Material / Provide Service 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)

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

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

	NON JUDICIAL STAMP PAPER OF Rs 10/-					
		for		g on behalf o	f me/us for the e-tenders invi	Address ited by The
Signa	ture/Seal of t	he DSC Ho	Ider		Signature & Seal of the bid	der
Autho	orised for on	line bidding	j on		Authorising the DSC Holde	r for
behal	f of the bidde	r.			online bidding.	

Signature & Seal of the NOTARY

LETTER HEAD OF BIDDER

Sub: Design, Engineering, Manufacturing, Supply, Installation & commissioning of coal transportation using high angle conveyor from mine pit to the mine surface at SRP OC, SRP Area.

Acceptance of Commercial terms and conditions by the Bidder.

Sl No	Commercial Terms of NIT	Acceptance of Bidder
1	Instructions to Bidder (Submission/Evaluation of Bid, etc)	Accepted
2	Bid Validity	Accepted
3	Prices clause including Firm price on FOR Destination	Accepted
4	Submission of Cenvat Invoice /tax invoice	Accepted
5	Taxes & Duties.	Accepted
6	Consignee/Destination Point	Accepted
7	Delivery	Accepted
8	Payment Terms	Accepted
9	Packing	Accepted
10	Liquidated Damages	Accepted
11	Risk Purchase	Accepted
12	Force Majeure	Accepted
13	Guarantee / Warranty as per TPS	Accepted
14	Performance Bank Guarantee	Accepted
15	Currency of Bid	Accepted
16	Price Fall clause	Accepted
17	General Terms and Conditions	Accepted
18	Arbitration clause	Accepted
19	'Jurisdiction of Court'	Accepted

Signature of the Bidder

Seal of the Firm

THE SINGARENI COLLIERIES COMPANY LIMITED

OTHER COMMERCIAL INFORMATION

Subject of th	e enquiry		
Enquiry No.	and date		
SI No	Particulars	Details	Remarks, if any
1	Details of EMD (if applicable)		
2	Proof of being Manufacturer (for tendered item)		
3	Type of Registration (SSVNSIC/DGS&Detc.)		
(a)	Document reference no. & date		
(b)	Issued by		
(c)	Registration Number		
(d)	Name of the Registering Authority.		
4	Validity of offer (180 Days From date of Opening of Techno-Commercial Bid)		
5	Excise Duty Details		
(a)	Central Excise No		
(b)	Rate of Excise Duty quoted (If applicable)	As quoted in BoQ	
6	Sales Tax Details		
(a)	Sales Tax No.		
(b)	Rate of Sales Taxi.e. VAT/CST	As quoted in BoQ	
7	Packing & Forwarding Charges (Indusive/Extra-Rate in % to be indicated)	As quoted in BoQ	
8	Freight & Insurance charges (Indusive/Extra -Rate in % to be indicated)	As quoted in BoQ	
9	PAN NO		
10	Payment details (for EFT)		
(a)	Account Name		
(b)	Banker's Name		
(c)	Branch		
(d)	Address, City/Town, District, State		
(e)	Account type		
(f)	A/c No & EFT No		
(g)	IFSC Code		
11	MSME (Applicable/Not Applicable)		
(a)	If applicable, indicate Registration No. & Registering Authority		
12	Submission of Sales Tax dearance certificate (if applicable)		
13	Vendor Code of the bidder (if registered in SCCL)		
14	Firm prices: (The prices quoted are FIRM On FOR Destination basis)	The prices quoted are FIRM On FOR Destination basis	
15	Lead time required to commence the supplies (in weeks)		
16	Supply Capacity (per month)		

Note: All Taxes and duties mentioned in BoQ are only considered for evaluation.

List of documents to be up loaded

SI no	Document name	Doc type
1	Scanned copy of EMD DD or Documents supporting the exemption for EMD Or in case of claiming exemption for EMD, copy of SSI/NSIC/MSME	.rar
2	Price Bid (BOQ)	.xls
3	Acceptance to Technical specifications (TPS)	.xls
4	Commercial information	.xls
5	Letter of bid (LOB)	.pdf
6	Acceptance to commercial terms	.pdf
7	Declaration and no banning certificate	.pdf
8	Copies of Previous Purchase orders placed by SCCL / Government organizations / PSUs / Subsidiaries of CIL	.rar
9	Copies of Satisfactory performance report issued by Government organisations / PSUs/ Subsidiaries of CIL for the previous orders submitted.	.rar
10	(Other certificates as per NIT like BIS/IS certification, Legal metrology approval, DGMS approval, Electric regulatory authority etc. etc)	.rar
11	Any other documents as per NIT	.rar

PERFORMANCE BANK GUARANTEE

In consideration of the Singareni Collieries Company Limited, Kothagudem Collieries P.O. PIN Code-507101, Bhadradri
Kothagudem 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 undertake to indemnify
The Singareni Collieries Company Limited, Kothagudem Collieries P.O PIN Code. 507101, Bhadradri Kothagudem
District (Telangana State) to the extent of Rsagainst satisfactory performance of the equipment to
the Singareni Collieries Company Limited, Kothagudem Collieries P.O. PIN Code – 507 101, Bhadradri Kothagudem
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 ofmonths from the date of dispatch or
months from the date of commissioning whichever is earlier, are fulfilled for the good unto order.
We, the Bankersfurther agree that this performance guarantee therein contained
shall remain in full force and effect during the period that would be taken for the performance of the
contract and that it will continue to be enforceable till the dues of the Singareni Collieries Company Limited,
Kothagudem Collieries P.O. PIN Code – 507101, Bhadradri Kothagudem 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, Bhadradri Kothagudem 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.
The above Bank Guarantee is operational for all purpose at ourBranch, Hyderabad/Kothagudem and We are liable to pay the Guaranteed amount or any part thereof under this guarantee at ourBranch, Hyderabad
/Kothagudem.

Contact details of the Banker:
Postal Address:

e_mail ID

Phone & Fax Number:

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

THE SINGARENI COLLIERIES COMPANY LIMITED (A Govt. Company)

Corporate Material Procurement Department, Fax: 08744 -245651
P.O.Kothagudem Collieries –507101 Telephone: 08744 - 243109
Bhadradri Kothagudem District, TELANGANA 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 eProcurement 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 on-line 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) is 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).

- 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.
- 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 of **maximum 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.

- 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 technocommercially 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.

THE SINGARENI COLLIERIES COMPANY LIMITED (A Government Company)

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

Bhadradri Kothagudem 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
10	Manufacturing of supply of Electrical coils for
18.	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
	Vulcanizing the old Trailing cables of drill machines, SDLs, LHDs, etc. (work should be carried out at
32.	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.