



THE SINGARENI COLLIERIES COMPANY LIMITED

(A Govt. Company)

HYDERABAD PURCHASE DEPARTMENT

TELANGANA (STATE)

CIN: U10102TG1920SGC000571

GST NO: 36AAACT8873F1Z1

TELEPHONE: 040-23316964 EPABX:040-23142 EXTN.224/225

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NOTICE INVITING TENDERS (NIT)

Sub: Quotations for empanelment for providing Air ticketing, Hotel accommodation, Transport and allied services to SCCL for three years on Open Enquiry basis - Reg.

Enquiry Number	HY124O0321, Dated:15.02.2025
Tender Category	Products / Services
Order Type	Firm Order / Rate Contract
Mode of Tendering	Conventional / e-Tendering / Tender Cum Reverse Auction (Critical / Non-Critical)
Number of Sources	Single / Two / Multiple
Mode of Enquiry	Open / Limited / Single (Nomination / Proprietary)
Currency Type	INR / Multi-Currency (INR, Euro, US Dollar, Pound, Australian Dollar & Yen)
Applicability of EMD	Not Applicable / Applicable (1% / Fixed Amount / Partial Amount / Schedule-wise Amount)
Due Date & Time for submission of Tenders	10.03.2025 before 3.00 PM
Due Date & Time for opening of Tenders	10.03.2025 after 03.00 PM

Note: Quotations are invited from the agencies located in and around Hyderabad and Secunderabad.

1. Tenders are invited for empanelment for providing Air ticketing, Hotel accommodation, Transport and allied services to SCCL for three years on Open Enquiry basis and the period of contract will be extended for nine months based on satisfactory performance of the work & as per requirement.
2. The approximately proposed basic value of the enquiry for three years contract period would be **Rs.6,00,00,000.00**. Bidder shall submit bids with EMD of **Rs.6,00,000.00** (Rupees Six lakhs only) and EMD in original in the form of Demand Draft is to be submitted to Singareni Collieries Company Limited payable at Hyderabad along with Bids. Otherwise bid is liable for rejection.

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SPECIAL TERMS & CONDITIONS

1. ELIGIBILITY CRITERIA FOR COMMERCIAL ORDER:

a) Eligibility Criteria:

A Copy showing minimum 3 years of experience in last 7 completed financial years (2017-2018 to 2023-24) in subject services at State/Central/PSUs/Reputed Companies. The firm should submit relevant documents in proof to that effect.

b) Provenness Criteria:

- i) Bidders are required to submit Satisfactory Performance Reports for the contracts made against the Order copies submitted.
- ii) In case of contracts to State/Central/PSUs, Satisfactory Performance Report shall be, duly signed and stamped. In case of Reputed Companies, 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.
- iii) 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 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.

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

- c) **Financial Capacity:** The Agency should have minimum turnover of Rs.5.00 Crores per each year during the last three completed financial years i.e.2021-22, 2022-23 & 2023-24.
- d) Submit e-invoice, if turnover exceeds Rs.10.00 Crores in any of the financial years starting from 2021-22, 2022-23 & 2023-24.

If not exceeds, Firm has to give following undertaking.

<u>PROFORMA</u>		
Name:		
Designation:		
Company Name:		
GSTIN	E-invoicing applicability	SEZ Status (Yes/No)
Any loss of ITC or discharge of interest and penalty arising to SCCL due to any misinformation from us, we are liable to reimburse the same to SCCL on the basis of this declaration.		
SIGNATURE OF OWNER WITH STAMP/SEAL		

2. DISTRIBUTION OF FUNDS:

(a) The Technically acceptable Agencies shall be shortlisted based on eligibility criteria as per the SCCL requirement. Total 5 firms would be awarded @ 20% of the proposed value Rs.6.0 Crores i.e Rs.1.20 Crores for each firm for a contract period of 3 years.

If more than the 5 firms are technically accepted, successful five (5) firms will be selected through a lottery system to be drawn at O/o GM (CDN) in presence of representatives of Finance & Purchase Departments.

(b) If technically acceptable firms are less than the 5, equal % of allocation of funds will be allocated to all firms.

(c) If technically acceptable firm is single, total amount of fund will be allocated to single firm.

Note: *The above proposed value is not fixed value & there is no guarantee of maximum/minimum business and it may increase or decrease from time to time based on requirement during the contract period of three years.*

-If performance of firm/firms found unsatisfactory during the period of contract, the services from that firm/firms would be discontinued & balance funds would be diverted to other firm/firms with the approval of the competent authority.

3. The tenderer should furnish copy of PAN Card and GST Registration of the Organization in their Offer and clearly furnish its status whether Partnership Firm / Company / Individual.

4. EMD of 1% of total Proposed Value should be paid.

5. Payment Terms: As per Annexure - II

6. PVC, if applicable: Not Applicable.

7. PBG Terms: As per Annexure - II

8. TDS: As per Annexure - II
9. Warranty/Guarantee: -
10. Commencement of Work: As per Annexure - II
11. LD Penalty: As per Annexure - II
12. Pre-Bid details, if any: -
13. Any other Specific Terms required: -

PLEASE SUBMIT ALL RELEVANT DOCUMENTS AS PER THE NIT AND SPECIFY THE NAME OF DOCUMENT.

For The General Manager (CDN)
The Singareni Collieries Company Limited,
Singareni Bhavan, Redhills,
Lakdikapool, Hyderabad – 500004

Annexure-II

Sub: Quotations for empanelment for providing Air ticketing, Hotel accommodation, Transport and allied services to SCCL for three years on Open Enquiry basis - Reg.

Enquiry No.: HY124O0321, Dated:15.02.2025.

GENERAL:

1. With respect to any Clause that repeats in the Standard NIT Conditions as well as in Special Terms and Conditions (Annexure-I & II), the later is to be considered for the present Enquiry.
2. Sealed Quotations are invited from Bidders as per the Eligibility Criteria mentioned at Annexure – I for **Quotations for empanelment for providing Air ticketing, Hotel accommodation, Transport and allied services to SCCL for three years** with the following Terms & Conditions:

TECHNICAL SPECIFICATIONS AND SPECIAL TERMS & CONDITIONS

A) SCOPE OF WORK:

Tenders are invited for empanelment for providing the following services for a period of three years.

Sl.No.	Description of work
1	Air Ticketing – Domestic
2	Air Ticketing – International
3	Hotel Accommodation – Domestic
4	Hotel Accommodation – International
5	Transport – Domestic
6	Transport – International
7	Cancellation of Tickets – Domestic
8	Cancellation of Tickets – International
9	Postponement / Preponement of Tickets - Domestic
10	Postponement / Preponement of Tickets - International
11	Providing VISA Services
12	Providing Passport Services
13	Meet and Assist Services
14	Booking of Train Tickets – Domestic and International
15	Block of Tickets - International

The following services are to be provided.

- a) Booking/Canceling of Air tickets Domestic, International and delivery of the same at SCCL Office to send the concerned persons/officials as per the requirement in various cities.
- b) Reserving and confirming Hotel accommodation at various cities in India and Abroad as per the requirement of SCCL.

- c) Providing transport arrangements at various cities in India and Abroad as per the requirement of SCCL.
- d) Any other related services at various cities as per the requirement of SCCL.
- e) Arranging Passports, Visas to various Countries etc.
- f) Liaison with various organizations in India and Abroad to assist Executives/Staff stranded in other Countries due to cancellation of Flights or any other reasons.
- g) The Agency has to provide 24x7 call service.

Note:

The agency has to mention clearly the service charges whether chargeable or free for all above services in the format given in Annexure – XIII.

- i. The Agency shall nominate a person/Officer from the Agency to be available to the Administrative Manager, SCCL, Hyderabad for liaison and the address and telephone/cell number etc., of such person/official shall be furnished to the Administrative Manager, SCCL, Hyderabad.

B) Delivery Schedule:

The work should be started as per the requirement of GM (CDN) after receipt of Order.

C) PAYMENT TERMS:

1. Payment will be released fortnightly after duly certified by GM (CDN) / Admn. Mgr, Hyderabad through RTGS for value of the work done on receipt of the bill in complete shape in GST regime. However, the payment will be subject to TDS recoverable as per Statute. A Certificate will be given for the TDS recovered by the Company, within one week after remitting the same to Government.
2. The Contractor should comply with all Statutory Provisions applicable from time to time.
3. Payment will be made by way of RTGS only. RTGS charges, if any, will be to firm's account.

For RTGS payment, Bidders are advised to indicate their Bank details in their Offer.

- a) Name of the Bank
- b) Branch Name
- c) Branch Code
- d) Account No.
- e) MICR Code
- f) IFSC/RTGS Code

D) SECURITY DEPOSIT:

➤ **PBG: As per Clause No. 33 of NIT.**

E) PENALTIES:

1. The work should be started as per the requirement of GM (CDN) after receipt of the Order.
2. If the services provided by the Agency are found to be un-satisfactory, a penalty of 10% of the monthly bill will be levied. Prior to this, a notice will be served for improvement. If no improvement is made in spite of levying the penalty and notices, contract will be terminated and EMD will be forfeited and no claim whatsoever shall be entertained. SCCL reserves the right to evaluate performance of the Agency and decision of the SCCL is final in this regard.
3. The GM (CDN) will take a decision either to penalize the Contractor or cancel the Order depending on the need & situation. GM(CDN) is the authority to determine whether there is failure on the part of the Contractor regarding providing of services. An appeal against the GM(CDN) decision should lie with the Director (Operations), SCCL and his decision would be final and binding.

F) TAXES, DUTIES, OCTROI, ETC:

1. Taxes, Duties, Octroi, etc: The hire charges shall be inclusive of the taxes except GST, duties, Octroi, etc., applicable for such kind of work and no separate payment shall be made for the same. Income Tax or any other tax as applicable will be deducted from contractor's bills at source as per prevailing Rules. The contractor should furnish the proof of turnover of previous year.
2. Before commencement of the work, the contractor should register with GST Department and submit the registration number to SCCL. The firm has to submit tax invoice. GST extra payable against submission of tax invoice as per the applicability.
3. Income Tax deduction at source shall be regulated as per the provision of Income Tax Act, 1961 and relevant Rules announced from time to time. SCCL shall issue valid TDS certificate for the Taxes deducted at source as mentioned above.
4. Introduction / withdrawal of any taxes / duties or upward / downward revision of applicable rates during the scheduled contract period shall be to SCCL's account, except taxes under Income Tax Act.
5. Introduction of any taxes / duties or upward revision of applicable rates beyond the scheduled contract period i.e. the extended contract period with penalty shall be to contractor's account. However, withdrawal of any taxes / duties or downward revision of applicable rates even beyond the scheduled contract period i.e. the extended contract period by levying penalty shall be to SCCL's account.

6. GST TDS:

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

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

7. The taxes ruling from time to time are applicable and to Firm's account other than GST. Contractor has to pay professional tax as per the provisions of the Act and submit copy of the Tax payment vouchers to AGM (F&A)/Hyd.Office.

G) TERMS AND CONDITIONS:

1. The Contract is for a period of 36 **months**.
2. The Contractor /Agency should confirm his acceptance for extension of Order for further period, if SCCL desires on same terms and conditions.
3. The contract can be terminated by giving one month notice, if the performance of Contractor is unsatisfactory at any stage.
4. GM (Co-ordination) reserves the right to accept/reject any of the offer or all the offers without assigning any reason thereof. The decision of GM (Co-ordination) will be final.
5. SCCL reserves the right to reject any or all the tenders without assigning any reason.
6. SCCL reserves its right to decide any matter arising during the tenure of the contract which is not covered by any of the terms and conditions mentioned in the Order. Such decision is final and binding on the both parties.
7.
 - a. The written agreement is to be entered into between the Agency and SCCL with our order terms and conditions on Rs.100.00 non-judicial stamp paper within one week from the date of awarding contract.
 - b. Bills shall be payable only after receipt of Agreement Bonds by the paying authority of the concerned Areas.**

8. WORK AND PAYMENT DURING CIVIL COURT PROCEEDINGS:

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.

9. Bidder shall keep the offer valid for a period of 120 days from the date of opening of the tenders. The offer with less validity period than stipulated is liable for rejection.
10. **Price Fall Clause:** In the event, a price lower than the price in this Contract are accepted by the contractor, within a period of 6 months from the date of signing of this Contract from any other agency under similar terms and conditions of the contract issued to the Contractor, benefit of such lower price shall also be offered to SCCL under this Contract. The Contractor shall intimate SCCL about his acceptance of such lower price immediately.
11. **Risk Purchase Clause:** In case, the Contractor fails to deliver the terms of the contract as per the Order and SCCL is forced to enter into new contract for the purpose with another firm at a higher price, the Contractor shall pay the difference in prices to SCCL along with applicable GST.

For General Manager (CDN)
The Singareni Collieries Company Ltd.
(A Govt. Company)
Hyderabad – 500004.

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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.
3. ~~SCCL reserves the right to seek clarifications in respect of the bids from the bidders by letter / e-mail.~~

Sealed tenders with our enquiry number and date clearly marked on the cover can be dropped in the tender box in the Company Purchase office at Hyderabad or can be sent by post or courier before the due date and time. Fax quotations are not accepted. M/s. SCCL will not, in any way be responsible for any postal delay.

A) The terms and conditions of the tender are divided into two parts i.e. Part 'A' and Part 'B'.

- a. Part 'A' contains Annexure I & II of NIT.
- b. Part 'B' contains Annexure III to XIII.

B) Submission of offers:

- i. The Tenderer shall submit bid in Part 'A' & Part 'B' in one sealed cover as detailed below, superscribing enquiry number, due date of opening of the tender and name & address of the Tenderer.
 - Part 'A' shall contain copy of the Annexure I & II tender document duly signed by the Tenderer in all the pages to indicate that the Tenderer has gone through the whole tender document, to acquaint himself with the work involved and accepting to all terms & conditions mentioned in the NIT.
 - Part 'B' shall contain Annexure-III to XIII & All the required details with supporting documents are to be submitted in Part 'B'.
- ii. The above cover superscribing enquiry number, due date of opening of the tender and name & address of the Tenderer.

BOTH COVERS WILL BE OPENED ON SAME DAY.

4. NUMBER OF SOURCES & PURCHASE PREFERENCES:

a. Number of sources: Multiple Sources (Please refer Annexure-I and Annexure-II)

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

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

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

~~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 firm 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.~~

~~Bidders' shall note that in-case any successful vendor fails to supply the ordered quantity, SCCL reserves the right to divert / redistribute the ordered quantity of defaulting vendor to the other successful vendors. The defaulting firm shall be levied with all penalties as per order terms.~~

b. Purchase preferences:

~~No purchase preference shall be given to SSIs/ NSIC/ MSMEs/ Govt. Undertakings / PSUs / APHMEL except for ancillary units of the SCCL for Ancillarized items.~~

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

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

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

No correspondence / disputes will be entertained before placing order and the decision of the SCCL shall be final. In case of any dispute, after placement of order / contract, the matter will be dealt in accordance with the Clause No. 59.

7. **COMMENCEMENT OF ORDER:**

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

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

8. ~~New entrants for the enquired items shall clearly indicate their manufacturing facilities and technical capabilities to supply the enquired items or to carry out the work. SCCL may inspect the manufacturing facilities of Bidder's for ascertaining the capabilities of the firm to manufacture and supply the quoted items.~~
9. ~~Bidders are required to quote as per the technical specifications or as per drawings or as per part numbers mentioned in the NIT document. In case of change in part Nos. both old and new part Nos. should be mentioned in remarks column. 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, in proof of the same the bidder shall submit a copy of valid Manufacturing license/ NSIC/SSI/MSME/Factory/Govt Doc/BIS along with the bid. 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 with manufacturer's valid manufacturing license/ NSIC/SSI/MSME/Factory/Govt Doc/BIS. 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 along with its annexures if any.~~

14. Bidder shall accept the quantity tolerance limit, if any, as per NIT.

15. ~~The approximate weight & Packing dimension of goods offered, wherever required should be mentioned.~~

16. ~~In case, the Equipment/items enquired require approval of DGMS for use in coal mines / any other certification / license requested in the NIT, Bidder must submit copy of valid DGMS approval / any other certification / license along with offer. Otherwise, the offer is liable for rejection. In case, the validity of DGMS approval / any certificate / license requested in the NIT 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 / any certificate / license requested in the NIT 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. Bidders shall meet the eligibility criteria as per NIT.

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.~~
- ~~e. 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: As per Annexure-I

~~Manufacturers based in India / 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: As per Annexure-I

- ~~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 from the date of commissioning for equipment and 6 months from the date of supply for the consumables, the 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.

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

- 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 debaring 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 prevail over the performance reports issued by other firms submitted by the bidder. However, other performance reports submitted by the tenderer will be considered and **the decision of SCCL will be final.***~~

C. INSTRUCTIONS TO FILL COMMERCIAL BID AND COMMERCIAL TERMS & CONDITIONS: As per Annexure-I & II

21. EARNEST MONEY DEPOSIT (EMD):

a. Submission of EMD:

~~It is mandatory for all participant bidders to electronically pay EMD Online by utilizing the "Payment Gateway Service on e-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking/NEFT payment modes through ICICI Bank and/or Axis Bank Payment Gateways to facilitate the transaction. This is in compliance as per G.O.Ms.No. 14 Dated: 18-09-2017. Bank charges on the transaction amount payable shall be applicable. In addition to this, Bidders can also pay the EMD through Download of PDF format of RTGS Challan for respective Payment gateway and pay the EMD through their Parent Bank account. Once the EMD is received by the e-Procurement application, Bidders can automatically continue with their Bid Submission online.~~

- ~~i) For the benefit of participating suppliers/contractors/bidders, to facilitate them for payment of EMD/refund facility, the Government decided to make transactions more transparent, the following should be followed for the payments:~~
- ~~ii) All the payments towards the EMD should be paid through Net Banking/RTGS/NEFT/Credit Card/Debit Card only.~~
- ~~iii) When the payment of EMD is made through Net Banking/RTGS/NEFT from their registered bank accounts, the refunds will be reverted to those accounts only.~~
- ~~iv) When the payments of EMDs are made using the Credit Card/Debit Card, as per the VISA/Master Card guidelines, the refunds will be reverted to the Originating Card from which payment was made.~~
- ~~v) No transport contract either for sand or coal or any other material shall be considered without depositing the requisite EMD along with the tender.~~
- ~~vi) EMD amount shall not be sought under short fall documents.~~

b. Note Regarding EMD Payment:

- ~~i) Bidders are encouraged to use only Net banking facility for payment of EMDs as far as possible for faster refunds in case of unsuccessful Bids for the Tender.~~
- ~~ii) Bidders are advised not to use RTGS Challan downloads at the penultimate hour of Bid submission closing as any delay by their banker would not enable Bid submission on the platform. Please allow a minimum of 60 minutes for enabling "Continuation of Bid Submission" from the time the Pool Account receives credit of the EMD from the Bidder's Bank for both NEFT and RTGS Transfers. For RTGS Transfers, the Pool Account can get immediate credit whereas NEFT transfers would follow RBI Payment Cycle time.~~

- ~~iii) Bidders are advised to pay EMD Online at least T-1 or T-2 days before Bid submission closing date (T= Bid submission closing date) to avoid last minute delays and denials of successful Bid submission and to take care of any delays in Banking procedures.~~

c. EMD Refund process:

For Unsuccessful Bidder:

The bid is declared unsuccessful, under the following circumstances.

- i) Bid submitted by the bidder is not the lowest bid upon Finalization of the L1 Bid.
- ii) Technical / Commercial Disqualification of the Bid.
- iii) EMD paid but bid not submitted.
- ~~iv) EMD refund will be initiated by the Tender Inviting Authority directly and through Online only and through the same payment channels as EMD received by the Department. (RTGS / NEFT /Credit Card /Debit Card refund), within 30 days from the date of publishing the Decision / Result.~~
- ~~v) EMD of unsuccessful bidders will be refunded immediately by TSTS after the bidder is declared unsuccessful.~~

For Successful Bidder:

- ~~i) EMD of successful bidders will be transferred from TSTS to SCCL and SCCL shall refund the same on submission of Performance Bank Guarantee (PBG).~~
- ii) Wherever PBG clause is not applicable, EMD of successful bidder will be refunded after faithful execution of the order.

d. Note Regarding EMD Refunds:

~~Bidders are requested to use discretion in their choice of payment channel for remittance of EMD. Time taken for Refunds under Ideal conditions:~~

- ~~i) Net Banking / NEFT / RTGS Challan: One (1) Banking Business Day from time of initiation of refund by Tender Inviting Authority subject to RTGS/NEFT timings of RBI.~~
- ~~ii) Credit card/ Debit card: 7-10 working days from time of initiation of refund by the Tender Inviting Authority. However, this may be longer in case of certain bank cards. In case of delays, bidders are requested to contact the Card issuing Bank for faster resolution.~~
- ~~iii) In case the offer is for all NIT items and for entire tendered quantity, EMD amount shall be as specified in the NIT.~~
- ~~iv) 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.~~
- v) No interest will be paid on the EMD.
- vi) EMD paid against earlier enquiry will not be adjusted for the current enquiry.

e. Exemption for submission of EMD:

The following are exempted from submission of EMD:

- ~~i) All Government Undertakings.~~
- ~~ii) OEM/ OES/ OPM or their authorized dealers with tender specific authorization for supply of proprietary spares & services.~~
- ~~iii) Foreign manufacturers for supply of spares and capital items, if they are Proven Suppliers to SCCL for the enquired items.~~
- ~~iv) Firms registered under Micro, Small and Medium Enterprises Development (MSMED) Act for enquired items. This is applicable for procurement of only items produced and services rendered by MSEs, but not for trading activities / authorized dealers of other manufacturers.~~
- ~~v) 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.~~

~~Note: MSME Firms submitting their bid as an authorized dealer are not eligible to claim exemption of EMD.~~

~~“Bidders claiming any exemption under MSME Act have to invariably submit a certificate from Chartered Accountant confirming their status i.e Micro / Small / Medium, their investment in Plant & Machinery and turnover as mentioned below:~~

- ~~(i) **Micro Enterprise:** The investment in Plant and Machinery or equipment does not exceed one crore rupees and turnover does not exceed five crore rupees;~~
- ~~(ii) **Small Enterprise:** The investment in Plant and Machinery or Equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees;~~
- ~~(iii) **Medium Enterprises:** The investment in Plant and Machinery or Equipment does not exceed fifty crore rupees and turnover does not exceed two hundred and fifty crore rupees.”~~

f. EARNEST MONEY DEPOSIT (EMD):

Submission of EMD:

The EMD shall be Rs.6,00,000.00 **(Rupees Six lakhs only).**

Tenderer shall submit bid along with EMD. 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 Hyderabad in favour of The Singareni Collieries Company Limited, payable at Hyderabad, Hyderabad District (Telangana State).

- i. No interest will be paid on the EMD.
- ii. EMD of unsuccessful bidders will be refunded immediately after the bidder is declared unsuccessful.

- iii. EMD of successful bidder will be refunded after faithful execution of the order.
- iv. EMD paid against earlier enquiry (ies) will not be adjusted for the current enquiry.

There is no exemption in submission of EMD for any category of Bidders.

g. Forfeiture of EMD:

EMD of the Bidder will be forfeited **with applicable GST** in the following circumstances:

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

22. OFFER VALIDITY:

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

23. BIDDER'S DETAILS:

Bidder shall furnish the following information:

- a. Name and address, Phone number, Fax number, e-mail ID and Name of the contact person.
- b. Indicate clearly, the constitution of the bidder i.e., Sole Proprietorship, Partnership, limited liability company etc., together with names of proprietor, partners and directors respectively.
- c. Indicate clearly, if it is a Government company, MSME or SCCL ancillary unit 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) GST Registration No
 - ii) IT PAN Registration No
 - iii) Turnover certificate duly certified by CA incase of unregistered bidder
 - iv) Certificate of provisional registration (Regulation 25) in case of composite bidder.

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 Price Bid with break-up e.g. (i) Basic Price. (ii) Packing & Forwarding charges, if any. (iii) Freight, Insurance, Installation Charge applicable, if any.

FOR destination: For bulk items point of delivery shall be mentioned as (Respective store). For other minor items point of delivery shall be the transporters' godown or respective stores at the following places:

KGM Area stores/Central stores — transporters' godown — at Kothagudem;

MNG stores — transporters — Go downs at Manuguru;

YLD stores — transporters — Godowns at Yellandu;

BHPL — transporters — Godowns at Bhoopalpalli;

RG II, RGII-OC3, RG III-OC1 & RG — III-OC2 stores transporters Godowns at Godavarikhani / Ramagundam;

SRP & STPP stores transporters Godowns at Mancherial;

MM transporters Godowns at Mandamarri/Mancherial / Bellampalli;

Goleti stores transporters Godowns at Mancherial / Bellampalli.

H. 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).

Computation of Landed cost in case of Import of Goods

Sl.No	Particulars	Basic Customs duty @7.5%		Basic Customs duty @10%			
		FOB		CIF	FOB		CIF
		Other than USA, Canada, Japan	For USA, Canada, Japan	-	Other than USA, Canada, Japan	For USA, Canada, Japan	-
1	FOB Price(Cost)-C	100	100	-	100	100	-
**2	Marine Frieght on FOB @ 10% other than USA/12% USA	10	12	-	10	12	-
3	Cost + Freight (1+2)	110	112	-	110	112	-
**4	Marine Insurance @ 0.035% of (3)	0.039	0.039	-	0.0385	0.0392	-
5	CIF value (3+4)	110.039	112.039	100	110.0385	112.0392	100
6	Landing charges@1%on CIF	0	0	0	1.1004	1.1204	1
7	Assessable Value(5+6)	110.039	112.039	100	111.1389	113.1596	101
*7a	Basic Customs duty @7.5% on 7	11.004	11.204	10	8.335	8.487	7.575
7b	E. Cess & S.H.E.Cess @ 3% on 7a	1.100	1.120	1.000	0.833	0.849	0.758
*7c	IGST @ 18% on (7+7a+7b)	21.986	22.385	19.980	21.656	22.049	19.680
*7d	Compensation Cess, if any	-	-	-	-	-	-
8	Taxes on Assessable value (7a+7b+7c+7d)	34.090	34.709	30.980	30.824	31.385	28.012

9	GST on Marine Freight [(2)*5%]	0.500	0.600	-	0.5	0.6	
9A	-GST on Marine Insurance premium [(4)*18%]	0.007	0.007	-	0.007	0.007	
10	Sub-total (7+8+9+9A)	144.636	147.355	130.980	142.470	145.151	129.012
**10A	Port Handling & other charges @ 5% on FOB/CIF	5.000	5.000	5.000	5.000	5.000	5.000
10B	GST on Port Handling and other charges [(10A)*18%]	0.900	0.900	0.900	0.900	0.900	0.900
11	Sub-Total (10+10A+10B)	150.536	153.255	136.880	148.370	151.051	134.912
12	Less Landing charges(6)	0	0	0	1.100	1.120	1
13	Total(11-12)				147.270	149.931	133.912
14	Conversion Factor for loading (13/1)	150.536	153.255	136.880	1.473	1.499	1.339
15	Less: Input Tax Credit (7c+7d+9+9A+10B)if yes	23.393	23.892	20.880	23.062	23.556	20.580
16	Total(13-15)						
17	Conversion factor for loading (16/1)	127.143	129.363	116.000	124.207	126.375	113.332

Customs Duty, IGST, Compensation Cess applicable will depend on the classification of the goods imported (i.e., HSN Code). The same are to be changed according to the applicable rates for the relevant HSN Code.

*However, Customs Duty @ 7.5%, IGST@18% & Compensation Cess "NIL" is considered for the above stated computation as example only.

** Percentages adopted for computation of Marine Freight, Port Handling & Other Charges are as per the previous Standard NIT.

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.:

a. Goods and Service Tax (GST):

- i) When the offered goods or services or both are subject to GST, the bidder shall clearly mention "GST" Extra, i.e., CGST+SGST+ Compensation Cess (if any) or CGST+UTGST+ Compensation Cess (if any) or IGST+ Compensation Cess (if any) in their bid along with the rate applicable unless exempted. Bids quoted on taxes inclusive basis will be summarily rejected.

- ii) In case of bidders registered under GST, the bidder shall submit a copy of the “Certificate of provisional Registration” i.e., FORM GST REG-25 under GST. The bidder shall however submit a copy of the final “Certificate of Registration” i.e., FORM GST REG-06 after receipt of the same. The bidder shall invariably mention their GST Registration Number (GSTIN) and 4 Digit HSN Code along with description of goods or services or both as per the Goods and Service Tax Act for the enquired items in the Price Bid Format of their offer.
- iii) ~~In case of unregistered bidders, the bidder shall submit their turnover certificate duly certified by Chartered Accountant for the immediate preceding financial year.~~
- iv) In order to enable SCCL to avail Input Tax Credit (ITC), the bidder registered under GST should submit Tax Invoice as per the provisions of GST Act.
- v) In case of bidders who opted for composition levy under GST, the bidder shall submit a copy of the “Certificate of provisional Registration” i.e., FORM GST REG-25 under GST and a copy of the intimation filed in FORM GST CMP-01. The bidder shall however submit a copy of the final “Certificate of Registration” i.e., FORM GST REG-06 after receipt of the same.
- vi) The Composition bidder shall not quote any taxes under GST and his bid is invariably evaluated without taxes under GST.
- vii) The Composition bidder shall submit “Bill of Supply” with the words “Composition taxable person, not eligible to collect tax on Supplies” for the supplies made by him.
- viii) In case, any credit, refund or other benefit is denied or delayed to SCCL due to any non-compliance by the Supplier (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Supplier, the Supplier would reimburse SCCL the loss to SCCL including, but not limited to, the tax loss, interest and penalty.
- ix) ~~GST rate quoted in price schedule of bidding documents shall be the rate that should be levied by the successful bidder in the invoices. Any deviation from the same shall not be reimbursed by SCCL unless it is due to statutory variations. It is the responsibility of the contractor/supplier to quote the correct applicable rate of GST at the time of bidding. However, in case of change in law or applicable GST rates, applicable tax amount shall be reimbursed by SCCL as per applicable provisions.~~
- x) TDS: TDS will be made at applicable rates.

- b. Customs Duty (CD), Integrated Goods and Service Tax(IGST), Compensation Cess, if applicable:
CD, IGST, Compensation Cess, if leviable, are applicable for overseas supplies. However, the bidder has to quote on FOB/CIF price basis only. For like to like comparison, loading will be done by SCCL as per the applicable rates.
- c. **Royalty:**
~~Bidders shall mention Royalty details and shall also enclose valid Mining Lease granted to them or to their principal suppliers, where ever required.~~
- d. **Any other Taxes / Duties applicable:**
- i) If any Taxes / Duties / Cess / Levies other than those mentioned above are applicable as per the law of the land prevailing as on the date of submission of bid, the bidder shall clearly mention them along with rates applicable rates. Otherwise the same will be to the bidder's account.
 - ii) In case new Taxes / Duties / Cess / Levies are introduced after submission of the bids, but before opening the price bids, the bidder shall bring to the notice of the SCCL in writing about such changes for loading and evaluating the status, otherwise, the same will be to the bidder's account.
 - iii) In case, the bidder mentions that any / all, Taxes / Duties / Cess / Levies are not applicable and if applicable during the order validity period, the same shall be absorbed by the bidder.
- e. 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. INPUT TAX CREDIT (ITC):

- i) SCCL is having centralized registration under Goods and Services Act, in the state of Telangana and the details of the same are furnished hereunder:
GSTIN (Provisional): 36AAACT8873F1Z1
PAN (Under Income TAX ACT, 1961): AA ACT8873F
- ii) At the time of evaluation of offers of the registered bidders, SCCL will consider Input Tax Credit (ITC), if eligible, in respect of eligible goods or services or both indicated in the Commercial Bid Format and their commercial status will be arrived at accordingly.
- iii) At the time of evaluation of offers of the unregistered bidders, SCCL will, in addition to the price quoted in the bids, consider the taxes under GST that it shall pay under reverse charge mechanism in respect of goods or services or both indicated in the Commercial Bid. However, SCCL will consider the Input Tax Credit (ITC), if eligible, in respect of goods or services or both while evaluating the bids.

iv) Successful bidder shall quote the above GSTIN No. / PAN in all his invoices and documents against supplies, wherever required as per the provisions of the statutes, to enable SCCL to avail Input Tax credit.

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: (See Annexure – I & II)

~~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: As per Annexure-I & II

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.

c. The above mentioned time lines for payments shall be applicable only if the supplier / contractor submits all required documents as mentioned in NIT/Order.

d. **Tax retention clause:**

The supplier shall upload his Tax Invoice in the GSTN as per the provisions of the GST Act i.e., by 10th of the month subsequent to the month in which “Time of Supply” arises.

In respect of orders where the entire order quantity is executed through a single Tax Invoice and if the “Tax Invoice” is not uploaded within the time limits prescribed under GST Act, the amount of tax contained in the Invoice will be withheld by SCCL till such time the invoice is uploaded in the GSTN Portal.

In respect of orders where the entire order quantity is executed in phased manner through multiple invoices or where staggered payment is made, if the “Tax Invoice” is not uploaded within the time limits prescribed under GST Act, the tax amount will be withheld from the payment made against subsequent Invoice till such time the invoice is uploaded. The final payment is subject to compliance of all formalities under GST by the supplier.

~~H. 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: As per Annexure-I & II

~~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): As per Annexure-I & II

In the event of supply not being effected within the contractual delivery schedule, liquidated damages @ 0.5% of basic price, not by way of penalty, of the value of the material per week of delay or part thereof subject to a maximum of 10% is recoverable from the supplier without prejudice to the rights of purchaser to procure the balance material at the risk and cost of the supplier. The payment or deduction of such damages shall not relieve the supplier from the contractual obligation to complete the supply or balance portion thereof in time as stipulated in the contract.

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

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 interruptions due to grid failures.
- g) Court Orders/ Judgments.
- h) 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 Bank/Private Bank incorporated in India having net worth of ₹ 5,000.00 Crores and above for the previous Financial Year** as mentioned

below as per Proforma enclosed (Annexure – VII). 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 capital items / equipment / Annualized Value of AMC / CMC / Contracts.**
- ~~ii) 5% of the order value for supply of sub-Assemblies / spares / other revenue items.~~
- ~~iii) 2.5% of the order value per year for supply of sub-assemblies/ spares / other revenue items on rate contract basis.~~
- b. The above PBGs shall be kept valid up to the Guarantee / Warranty period of the Equipment / Sub-assemblies of Equipment respectively. For other revenue items and service contracts, the PBG shall be valid up to the expiry of the PO / Contract.
- c. The PBGs shall be further extended suitably in line with the warranty period of the last supplies and in line with any extension of the POs given subsequently, irrespective of intimation for extension from SCCL. Otherwise any loss to SCCL with regard to performance of the material / service (including short supplies), SCCL may recover the amount from any running bills of the relevant or any other POs of supplier / contractor.
- d. The claim period of the Bank Guarantee shall be 12 months over and above the Validity of the PBG.
- e. Further Bank Guarantee for 10 % of cost cap value of (spares and service supervision) which is high during the 08 years contract period is required to be submitted to GM (MP) at the end of first year. This bank guarantee shall be kept valid for a period of 3 months over and above the contract period.
- f. 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. The clause is not applicable for service contracts.
- g. 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 along with applicable GST.
 - ii) The amount deducted as mentioned at clause No. 33(f) will be forfeited along with applicable GST.
- h. The following are the Bank details of SCCL:

1	Name of the Beneficiary	The Singareni Collieries Company Limited
2	Name of the Bank	State Bank of India
3	Name of the Branch	Commercial Branch
4	Account Number	52095898948
5	IFSC Code	SBIN0004168
6	Bank Address	State Bank of India, LHO Premises, Bank Street, Koti, Hyderabad.

As the system of permanent BGs is dispensed with, the successful bidders 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/period up to 25% during the order/contract validity period at the same price, terms and conditions of original order/contract.

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 outrightly. 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: As per Annexure-I & II

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 prices are revealed in any of the documents submitted in the offer other than price bid, then such tenders/offers shall be treated as unsolicited and will be rejected.

42. PRICE BID EVALUATION CRITERIA: As per Annexure-I & II

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

In case more than one offer are identical in all respects then, the bidder who submitted the bid first shall be treated as L1.

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

~~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.~~

~~e. 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 dispatched 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, and shall be entitled to take following action against the Suppliers.

- i) 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

- ii) 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. DELISTING, SUSPENSION & BANNING OF BUSINESS DEALINGS:

SCCL reserves its rights to remove the Supplier / contractor / firm / company / party from List of Approved Suppliers or to ban Business Dealings if a Supplier / Contractor / firm / company / party is found to have committed misconduct as also to suspend business dealings pending investigation.

i) SUSPENSION OF BUSINESS:

- a) If the conduct of any Supplier / Contractor / Firm / Company / Party dealing with the SCCL is under investigation by any Department, the Competent Authority may suspend business dealings with the Supplier / Contractor / Firm / Company / Party. The order of suspension would operate for a period not more than six months and may be communicated to the Company/Party.
- b) It is not necessary to give any show-cause notice or personal hearing to the Supplier / Contractor / Firm / Company / Party before issuing the order of suspension. However, if investigations are not completed in 6 months' time and the Competent Authority considers that suspension may continue beyond 6 months, Show Cause Notice may be given to the Supplier / Contractor / Firm / Company / Party concerned.

ii) **BANNING OF BUSINESS DEALINGS:**

If the investigations, prima facie, establish the misconduct of the Company/Party concerned, the Competent Authority may consider whether the misconduct prima facie established warrants removal from the list of Approved Suppliers or it is serious to ban business dealings. Such banning shall be done at Corporate level only.

a) **‘Competent Authority’ for this purpose shall mean:** Functional Director / GM (MP).

iii) **APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:**

The Company/Party may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to C&MD of SCCL. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing etc.

C&MD would consider the appeal and pass appropriate order which shall be communicated to the Company/Party as well as the Competent Authority

60. **SETTLEMENT OF DISPUTES:**

1. **Dispute resolution**

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

2. **Conciliation**

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

3. Civil Court

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

No dispute shall be referred to Arbitration other than civil courts. No dispute shall be entertained in any form and on any matter pertaining to contract except herein above mentioned.

61. WORK AND PAYMENT DURING CIVIL COURT PROCEEDINGS:

Work under the contract, shall if reasonable, continue by mutual agreement during the Civil Court 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.

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 GM concerned. In case the issues are not settled at area CGM / GM level, correspondence shall be made with GM (Purchase). In case the issues are not settled at GM (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 GMs, GM (Purchase), Director (Operations) and C&MD.

63. BRIBES & GIFTS:

Any Bribe, Commission, gift or advantage given, promised or offered by or on behalf of the Supplier or his partner, agent or servant or any one on his or their behalf to any Officer, Servant, representative or agent of the Singareni Collieries Company Limited, or any person on his or their behalf for obtaining or executing of this or any other contract with Singareni Collieries Co. Ltd., shall in addition to any criminal liability which the Supplier may incur, subject the Supplier in the cancellation of this and all other contracts with and also to payment of any loss of damage resulting from any such cancellation to the like extent as is provided in case cancellation under clauses thereof.

Any question or dispute to the commission of any offence under present clause shall be settled by the Singareni Collieries Co. Ltd., in such manner and on such evidence of information as they think it sufficient & their decision, shall be final and conclusive.

64. LIMITATION OF LIABILITY:

Except in cases of criminal negligence or will full misconduct, the aggregate cumulative liability of the Supplier shall in no event whatsoever, exceed the contract price of the equipment which caused such liability.

65. IN CASE OF MANPOWER CONTRACTS :

Contractor is responsible for any mischievous acts by himself or the persons working under his control. Any loss to SCCL due to the mischievous acts by himself or the persons working under his control will be recovered from the contractor.

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

**For General Manager (CDN)
The Singareni Collieries Company Ltd.
(A Govt. Company)
Kothagudem Collieries – 507101.**

Format of Letter of Bid (LOB)

LETTER HEAD OF BIDDER

To
General Manager (Co - Ordination),
The Singareni Collieries Company Limited.,
Kothagudem Post.
Bhadradi Kothagudem District,
PIN – 507101.

Sub: Letter of Bid for empanelment for providing Air ticketing, Hotel accommodation, Transport and allied services to SCCL for three years on Open Enquiry basis - Reg.

Enquiry No.: HY124O0321, Dated:15.02.2025.

Dear Sir,

I/We offer to Provide Service 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.

Yours faithfully,

(Signature of Bidder)

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

Annexure-IV

Sub: Quotations for empanelment for providing Air ticketing, Hotel accommodation, Transport and allied services to SCCL for three years on Open Enquiry basis - Reg.

Enquiry No.: HY124O0321, Dated:15.02.2025.

Acceptance of Commercial Terms (ACT) 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 are Firm on FOR Destination / FOB basis	Accepted
4	Submission of Import Document in case of Import & Supply by Agent	Accepted
5	Submission of Tax Invoice	Accepted
6	Applicable Taxes & Duties	Accepted
7	Consignee/Destination Point	Accepted
8	Delivery	Accepted
9	Payment Terms	Accepted
10	Packing	Accepted
11	Liquidated Damages	Accepted
12	Risk Purchase	Accepted
13	Force Majeure	Accepted
14	Guarantee / Warranty as per Technical specifications of NIT	Accepted
15	Performance Bank Guarantee as per NIT	Accepted
16	Currency of Bid	Accepted
17	Price Fall Clause	Accepted
18	General Terms and Conditions	Accepted
19	Settlement of Disputes Clause	Accepted

THE SINGARENI COLLIERIES COMPANY LIMITED

OTHER COMMERCIAL INFORMATION

Sub: Quotations for empanelment for providing Air ticketing, Hotel accommodation, Transport and allied services to SCCL for three years on Open Enquiry basis – Reg.		
Enquiry No.: HY124O0321, Dated:15.02.2025.		
Sl.No.	Particulars	Details
1	Details of EMD	
2	Proof of being Manufacturer (for tendered item)	
3	Type of Registration (SSI/NSIC/DGS&D etc.)	Not Applicable
(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	GST Details	
(a)	GSTIN	
(b)	Rate of GST	As quoted in Price Bid
6	Packing & Forwarding Charges (Inclusive/Extra- Rate in % to be indicated)	As quoted in Price Bid
7	Freight & Insurance charges (Inclusive/Extra -Rate in % to be indicated)	As quoted in Price Bid
8	PAN NO	
9	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	

10	MSME (Applicable/Not Applicable)	-Not Applicable -
(a)	If applicable, indicate Registration No. & Registering Authority	
11	Vendor Code of the bidder (if registered in SCCL)	
12	Firm prices: (The prices quoted are FIRM On FOR Destination basis)	The prices quoted are FIRM On FOR Destination basis
13	Lead time required to commence the supplies (in weeks)	
14	Supply Capacity (per month)	

Note: All Taxes and Duties mentioned in Price Bid / Commercial Stage are only considered for Evaluation.

Annexure-VI

Sub: Quotations for empanelment for providing Air ticketing, Hotel accommodation, Transport and allied services to SCCL for three years on Open Enquiry basis - Reg.

Enquiry No.: HY124O0321, Dated:15.02.2025.

List of Documents to be uploaded

Sl.No.	Document Name
1	EMD
2	Commercial Information
3	Letter of Bid (LOB) duly signed by the Bidder
4	Acceptance of Commercial Terms
5	GST Registration Certificate
6	Declaration and No-Nanning Certificate duly signed by the Bidder
7	Copies of Previous Purchase Orders placed by State/Central/PSUs/Reputed Companies
8	Copies of Satisfactory Performance Reports issued by State/Central/PSUs/Reputed Companies for the previous Orders submitted
9	Proof of average turnover certified by Chartered Accountant as per clause No. c of Annexure - I
10	Copies of Registration/Recognition/Accreditation certificates of Travel Agents Association of India, IATA various Airlines, Ministry of Tourism/Railways/Civil Aviation, Hotel Federations & RBI etc.
11	Agency profile and organization chart with list of Branches and all relevant details.
12	Addresses and contacting persons at the Offices in major cities at Domestic and International level.
13	Trade License/Agency incorporation certificate.
14	Details of PAN card.
15	Any other Documents as per NIT

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 Rs. _____ against 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 of ____ months from the date of dispatch or ____ months from the date of commissioning whichever is earlier, are fulfilled for the good unto order.

We, the Bankers _____ further agree that this performance guarantee therein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and that it will continue to be enforceable till the dues of The 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, Bhadradri Kothagudem 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-fulfilment 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 honouring the bank guarantee constituted by these presents we _____ (Bank) have no right to decline the same for any reason whatsoever and shall pay the amount without any demur within immediately 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 our _____ Branch, Hyderabad / Kothagudem and We are liable to pay the Guaranteed amount or any part thereof under this guarantee at our _____ Branch, Hyderabad / Kothagudem.

Contact details of the Banker:

Postal Address:

Phone & Fax Number:

Mail-Id:

Note: The Claim period of Bank Guarantee shall be 12 months over and above the Validity of the Bank Guarantee.

LIST OF ITEMS IDENTIFIED FOR ANCILLARISATION

1.	M.S. Bolts & nuts
2.	Rivets, washers & screws
3.	Dog nails
4.	Fish plates, Nuts & bolts for fish plates
5.	Belt jointing pins
6.	Cable hooks and signal hooks
7.	Belt conveyor rollers
8.	Belt sections
9.	Resin Capsules
10.	Cement Capsules
11.	GI canisters
12.	Blasting Gallery Spacers
13.	Radiator repairs
14.	Repairs and rewinding of motors of AC & DC
15.	Repairs / rewinding of Transformers (Welding / lighting / power)
16.	GI wire
17.	Wire Mesh for Longwall Salvage
18.	Manufacturing of supply of Electrical coils for AC motors up to 6.6 KV grade and Transformer coils up to 33 KV grade
19.	Repairs of rotors for electric motor
20.	Lighting cable
21.	Steel chock manufacturing
22.	House wiring
23.	All types of fan repairs
24.	Shovel bucket welding
25.	Repairs of pumps
26.	Couplings manufacturing
27.	Special steel and alloy castings (Tooth points, track pads, Mn steel casting)
28.	Manufacturing of fly ash bricks. (Not to be manufactured at stores site. It shall be at their own site).
29.	Manufacturing of pump components (spares).
30.	Transformer oil filtration
31.	Reconditioning of drill bits and drill rods
32.	Vulcanizing the old Trailing cables of drill machines, SDLs, LHDs, etc. (work should be carried out at the respective mine premises).
33.	Manufacturing of earth clams, G.I flats, G.I bolts and nuts.
34.	Manufacturing of earth pit components and erection.
35.	Crimping of hydraulic hoses.
36.	Repairs to hydraulic pumps, motors, control valves and other related components
37.	Refurbishing of LT & HT switches with OEM spares including testing.

38.	Manufacturing / repairs of slip rings & D-contacts.
39.	Furniture repairs i.e., cane chairs, table, almirahs, etc.
40.	Repairs to wet grinders, water purifiers, and water coolers
41.	Manufacturing of coupling bolts of all sizes
42.	Fabrication of OHT line components like cross arms, clamps, stay wires, cross brassings, base plates etc.
43.	Manufacturing of haulage rope drum rollers.
44.	All sizes of Ventilation doors.

Annexure-IX

Sub: Quotations for empanelment for providing Air ticketing, Hotel accommodation, Transport and allied services to SCCL for three years on Open Enquiry basis - Reg.

Enquiry No.: HY124O0321, Dated:15.02.2025.

Other Documents and Undertakings to be submitted by Firm on their Letter Head Signed and Stamped

DECLARATION CERTIFICATE

We do hereby declare that the contents of the Offer submitted vide No. _____ against this Tender (Tender No. _____, Dated: _____) have been given after fully understanding and the same are true and complete in every particular and that if any untrue abetment / information contained therein, the said Offer shall be considered absolutely null and void and we shall be liable for any penal action as per the provisions of Law for the time being in force.

- i) I / We Partner / Legal Attorney / Proprietor / Accredited Representative of M/s declare that we are submitting our Tender for the supply of materials vide our Offer No. Dated:
- ii) The contents of the Offer given after fully understanding and all information furnished by me / us are correct and true and complete in every respect.
- iii) All documents / credentials submitted along with the Tender are genuine, authentic, true and valid.
- iv) If any information or document submitted is found to be false / incorrect, the said Offer shall be considered absolutely null & void and action as deemed fit may be taken against me / us including termination of the contract, forfeiture of all dues including EMD / Security Deposit and blacklisting of my / our firm and all partners of the firm as per provisions of Law.”

Date:

Signature of the Tenderer

Place:

Seal of the Firm

Annexure-X

Sub: Quotations for empanelment for providing Air ticketing, Hotel accommodation, Transport and allied services to SCCL for three years on Open Enquiry basis - Reg.

Enquiry No.: HY124O0321, Dated:15.02.2025.

NON – BANNING OR DELISTING CERTIFICATE:

Our Firm has not been Suspended, Banned or De-listed by any Government or Quasi-Government Agencies or PSU's.

Date:

Place:

Signature of the Tenderer

Seal of the Firm

Annexure-XI

Sub: Quotations for empanelment for providing Air ticketing, Hotel accommodation, Transport and allied services to SCCL for three years on Open Enquiry basis - Reg.

Enquiry No.: HY124O0321, Dated:15.02.2025.

SELF CERTIFICATE FOR EXECUTION OF ORDERS

The items covered in the Supply Order copies enclosed with our offer have been fully executed without any complaint on account of performance of the products / Services.

Date:

Signature of the Tenderer

Place:

Seal of the Firm

Annexure XII

(Refer Clause No. H (16) of Annexure II)

~~Sub: Hiring of 2 Nos. of 500KVA, 3 Phase, 440V Diesel Generator Sets for a period of 6 months for Naini Coal Mine of Naini Area of SCCL on Open Enquiry basis through Tender Cum Reverse Auction (e Reverse Auction – Critical mode) from TS Portal Reg.~~

Enquiry No.: E1923O0163, Dated: 05.08.2023.

AFFIDAVIT

(To be submitted by Individuals/ Proprietary Concerns along with the Tender)

(To be executed on Non-Judicial Stamp Paper worth Rs. 20/-)

I, _____ Son of Sri. _____ aged _____ years

Residing at _____ hereby solemnly declare and state as under:

- i) ~~I intend to submit my Offer to the Singareni Collieries Company Limited (SCCL) for undertaking the work of _____ as per Scope of Work with reference to their Enquiry No. _____, Dated: _____.~~
- ii) ~~I have read the terms and conditions of Tender Document of the above said work and understood the same in their proper perspective.~~
- iii) ~~In compliance with the Clause No. H (16) of Annexure II of Tender Document, I am submitting this Affidavit.~~
- iv) ~~In case SCCL awards the aforesaid work to me, I hereby confirm that I shall deploy or engage only my regular employees to execute the aforesaid work of SCCL.~~
- v) ~~I also hereby confirm that I shall not deploy or engage any Contract Labour for executing the aforesaid work of SCCL.~~
- vi) ~~I also agree to comply with the applicable Laws for executing the aforesaid work of SCCL.~~

DEPONENT

Solemnly affirmed before me this Day _____

NOTARY PUBLIC/ EXECUTIVE MAGISTRATE

Annexure - XIII

Sl. No.	Description of the Item	Service Charge
I	Air Ticketing Transaction Fee	
	a) Domestic	
	b) International	
II	Hotel Accommodation:	
	a) Domestic	
	b) International	
III	Transport:	
	a) Domestic	
	b) International	
IV	Cancellation of Tickets	
	a) Domestic	
	b) International	
V	Postponement/Preponement of Tickets	
	a) Domestic	
	b) International	
VI	Meet and Assist service	
VII	Visa Services	
VIII	Passport Services	
IX	Train Tickets:	
	a) Normal	
	b) Tatkal	
X	Block of Tickets International	

Sub: Quotations for empanelment for providing Air ticketing, Hotel accommodation, Transport and allied services to SCCL for three years on Open Enquiry basis - Reg.

Enquiry No.: HY124O0321, Dated:15.02.2025.

Formalities for participating in the Tender through E-Procurement

a) ~~M/s The Singareni Collieries Company Limited is publishing tenders through TS e-Procurement Portal i.e. <https://tender.telangana.gov.in>.~~

b) ~~To participate in the e-Procurement tender(s), Bidders have to complete the two formalities independent of each other.~~

- ~~● Obtaining Digital Signature Certificate (DSC): To participate in SCCL Tenders DSC with Dual Pair (Signing and Encryption) is required.~~

~~Address for submission of Application for obtaining Digital Signature Certificate, please Contact:~~

~~TSTS Office, 2nd floor, HACA Bhavan, Opp Public Gardens, Saifabad, Hyderabad -500004, Contact Helpdesk : 9177769764/040-23226970.~~

~~(or)~~

~~You may please Contact Registration Authorities of any Certifying Authorities (CA) in India. The lists of CAs are available by clicking the link <https://tender.telangana.gov.in/digital-signature.html#>~~

- ~~● Those interested in participating in the tender shall register/create an account in the web site <https://tender.telangana.gov.in> on the home page click on the link Supplier Register for on line registration (Helpdesk Hyd: 040-33762222/23)~~

e) ~~Tenders are to be submitted online after registering in <https://tender.telangana.gov.in>.~~

~~d) E-Procurement Transaction Fee~~

~~It is mandatory for all the participant bidders from 1st January 2006 to electronically pay a Non-refundable Transaction fee to M/s. TSTS, the service provider through "Payment Gateway Service on E-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking of ICICI Bank, Axis Bank, IndusInd Bank to facilitate the transaction. This is in compliance as per G.O.Ms. 13 dated 07.05.2006.~~

~~The bidders should pay E-procurement Transaction Fee @ 0.03% on their quoted value (on landed cost basis) plus GST on the transaction fee. The rate of GST is as per GOI directives. The rate of GST is as applicable on e-procurement transaction fee. Participating bidders shall submit transaction fee at @ 0.03% with applicable GST on the transaction fee as prescribed on e-Procurement at the time of bid submission.~~

~~However, there is a cap on transaction fee of Rs 10,000 in case the quoted value is up to Rs 50 crores and a cap of Rs 25,000 in case the quoted value is more than Rs 50 crores. The GST is over and above the cap value.~~

~~There is no exemption towards the payment of E procurement Transaction fee.~~

- e) ~~**Corpus Fund:** As per GO MS No.4 User Departments shall collect 0.04% of ECV/EOV (estimated contract/order value) with a cap of Rs. 10,000 (Rupees ten thousand only) for all goods and services with ECV up to Rs.50 Crores, and Rs. 25,000/ (Rupees twenty-five thousand only) for goods and services with ECV above Rs.50 Crores, from successful bidders.~~

~~The successful bidder shall pay the corpus fund electronically to M/s. TSTS, the service provider through "Payment Gateway Service on E Procurement platform" before entering into agreement / issue of purchase orders (Concerned Purchase Officer will initiate online request for payment of corpus fund through e Portal against that enquiry).~~

~~There shall not be any charge towards e Procurement fund in case of goods and services with ECV/EOV less than and up to Rs. 10 lakhs.~~

~~**Further any clarifications please contact 08744 235558/235559 from 10.00AM to 5.30PM.**~~

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

1. Submission of Bid:

1. ~~The bidder shall submit his response through Bid submission to the tender on e-Procurement platform by following the procedure given below. The bidder would be required to register on the e-procurement market place <https://tender.telangana.gov.in> and submit their bids online. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform.~~
2. ~~The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc. in the online standard formats displayed in e-Procurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids and other certificate/documents in the e-Procurement web site.~~
3. ~~The system would only authenticate the Encryption certificate uploaded into the E-procurement system at the time of User Registration or updated through User profile. The bidder has to ensure that the uploaded certificate in the e-procurement system is used for the Bid submission and no other certificate though valid will not be recognized by the e-procurement system.~~

2. Hard copies:

1. ~~No hard copies shall be submitted to the tender inviting authority before the opening of the price bid.~~
2. ~~The department shall carry out the technical evaluation solely based on the uploaded certificates/documents in the e-Procurement system and open the price bids of the responsive bidders.~~
3. ~~The department will notify the successful bidder for submission of original hardcopies of all the uploaded documents prior to entering into agreement, if required.~~

3. The GO. Ms. No. 174-I&CAD, dated: 1-9-2008

~~Deactivation of Bidders: If any successful bidder fails to submit the original hard copies of uploaded certificates/documents, if required or if any variation is noticed between the uploaded documents and the hardcopies submitted by the bidder, the successful bidder will be suspended from participating in the tenders on e-Procurement platform for a period of 3 years. The e-Procurement system would deactivate the user ID of such defaulting bidder based on the trigger/recommendation by the Tender Inviting Authority in the system. Besides this, the department shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender process for execution of the development schemes taken up by the government. Other conditions as per tender document are applicable.~~

4. Tender Document:

- ~~1. The bidder is requested to download the tender document and read all the terms and conditions mentioned in the tender Document and seek clarification if any from the Tender Inviting Authority. Any offline bid submission clause in the tender document could be neglected.~~
- ~~2. The bidder has to keep track of any changes by viewing the Addendum/Corrigenda issued by the Tender Inviting Authority on time to time basis in the e-Procurement platform. The Department calling for tenders shall not be responsible for any claims/problems arising out of this.~~

5. Bid Submission Acknowledgement:

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

6. Letter of Bid:

- ~~1. 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 PQ Stage. 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.~~
- ~~2. 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.~~
- ~~3. 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.~~

7. Modification / Withdrawal of Bid:

- ~~1. 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. However, any increase in quoted rate shall attract additional transaction fee for the increased value.~~
- ~~2. Bidders may withdraw their bids online within the end date of submission. There is no refund of transaction fee for withdrawal of bids.~~

8. Evaluation of Bid:

- ~~1. The bidder will have to upload scanned copies of various documents as specified in NIT for the evaluation process.~~
- ~~2. PQ documents (Technical Bid) 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.~~
- ~~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 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.~~
- ~~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.~~
- ~~5. The Commercial Bid (Price bid) of the successful bidders (qualified in PQ) 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 bidders will get the information regarding the status of their financial bid and ranking of bidders on website.~~
- ~~6. 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.~~

9. Shortfall Document:

- ~~1. The Purchaser may seek shortfall documents during the evaluation of the bids. Any form of communication with SCCL regarding submission of any additional documents will not be allowed.~~
- ~~2. These documents may be allowed to be uploaded within the specified time period indicating the “start date & time and end date & time” for online submission by the bidder. The above documents will be specified on line under the link uploaded shortfall document. The bidders will get this information on their personalized dashboard under “upload shortfall document/ information” link.~~

~~3. Additionally, information shall also be sent by system generated email/ SMS, but it shall be the bidders responsibility to check the updated status/ information on their personalized dashboard at least once in a day after opening of bid. No separate communication shall be provided in this regard. Non receipt of e-mail/ SMS shall not be accepted as a reason of non-submission of documents within prescribed time. Firstly, the firm may be given maximum of 7 days time to upload the required documents under shortfall. The firm may be given 2nd chance by giving maximum of 3 days time for uploading the required documents under shortfall, if required. Due dates can't be altered. The bidders shall upload the requested documents within the specified period and no additional time shall be allowed for on-line submission of documents under shortfall.~~

~~4. Shortfall documents shall not be sought for submission of EMD.~~

~~**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.**~~

~~10. 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.~~

~~11. After the techno-commercial evaluation, as above, case may be put up to the tender committee for deliberations and recommendations in respect of listing of techno-commercially acceptable bidders.~~

~~12. After the short listing of techno-commercially acceptable bidders as above, the date and time of opening of Price bids shall be scheduled in the Portal and shortlisted firms shall also be informed through system generated email and SMS alert.~~

~~13. The Price bid of shortlisted bidders (qualified in PQ 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.~~

~~14. A system generated comparative statement of landed cost will be duly vetted, before the case is put up for further processing. 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.~~

~~15. 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 have participated in the bid along with timing and date will also be kept preserved in the system.~~

~~16. TENDER CUM REVERSE AUCTION:~~

~~1. In case of Tenders involving Reverse Auction, the system will not disclose the name of the L-1 bidder, number of bids and names of the bidders on the portal to anybody prior to the completion of Reverse auction process.~~

- ~~2. Reverse Auction will be initiated within two hours after opening of price bids.~~
- ~~3. The L1 price determined by the system in INR will be the start bid price (by considering the ITC applicability) on which the auction will be initiated.~~
- ~~4. **The reverse auction procedure is as follows:**~~

~~a) **Critical tenders:**~~

- ~~i. After opening the techno-commercial bids, the system will generate an auto-response sheet based on the bidder(s) value. However, techno-commercial evaluation of the tenders will be carried off line and it will be scrutinized by Tender committee members of the SCCL based on the uploaded documents. The Techno-Commercial Evaluation will be made available in the portal and a date & time will be notified to open the price bids and to conduct the reverse auction.~~
- ~~ii. 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. 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.~~
- ~~iii. All the Firms will receive, auto-generated e-mails and SMS regarding their eligibility for opening of price bids and date of opening of price bids to their registered e-mail IDs and cell phone numbers.~~
- ~~iv. On the scheduled day, price bids will be opened and reverse auction will be initiated.~~

~~b) **Non-Critical tenders:**~~

- ~~i. Upon opening of the price bids, a reverse auction platform will be created, displaying only the L1 price received. No indication will be available in the portal to anybody regarding number of bids and names of the bidders. With this lowest price as base price, Reverse auction will be initiated for the bidders who are qualified based on the bidders response given in e-Portal and eligible for reverse auction.~~
- ~~ii. L-1 Firm will be evolved in reverse auction.~~
- ~~iii. The techno-commercial documents uploaded by the L-1 Firm will be evaluated and in case found techno-commercially qualified, LOA /Order shall be placed.~~
- ~~iv. In case L-1 Firm is found techno-commercially not qualified with the submitted documents along with the bid, L-1 Firm will be requested to upload the required documents under shortfall.~~

- v. ~~If the L-1 Firm is techno-commercially qualified, further process of tender will continue and order shall be placed under normal procedure.~~
- vi. ~~In case the L-1 Firm is techno-commercially not qualified even after giving chance to upload the documents under shortfall for 2 times, the offer of the Firm will be rejected, and suitable action will be initiated against the Firm as detailed below and offer documents of L-2 Firm will be taken up for evaluation.~~
- vii. ~~The evaluation of L-2 Firm shall be as same process explained above. In case L-2 Firm also found to be techno-commercially not qualified, offer documents of L-3 Firm shall be taken up. This process continues so on and so forth.~~
- viii. ~~The Firms will receive, auto-generated e-mails and SMS regarding their eligibility for reverse auction and submission of documents under shortfall.~~
- ix. ~~It will be the bidder's responsibility to check the status of their Bid online at least once in a day after opening of bids. No separate communication will be made to the bidder in this regard. SCCL is not responsible for non-receipt of SMS / e-mail sent by the system. It is the responsibility of the bidders to be updated from time to time from their dashboard of e-Portals (<https://tender.telangana.gov.in>)~~

5. ~~Selection of bidders for e-Reverse auction:~~

- a) ~~**Critical tenders:** All the techno-commercially qualified bidders, excluding H1 bidder, subject to a minimum of 3 bidders are left after excluding H1 bidder.~~
- b) ~~**Non-Critical tenders:** All the system evaluated qualified bidders, excluding H1 bidder, subject to a minimum of 3 bidders are left after excluding H1 bidder.~~

~~In both cases, if there is a tie-up price in H1, the bidder who submitted the bid later will be rejected.~~

6. ~~Reverse auction shall be notified after opening of price bids with the following inputs:~~

- i. ~~**Reverse auction start price (base price):** Lowest landed cost of the price bids uploaded in e-Portal among the eligible bidders for reverse auction. This price shall automatically flows from bids opening window (Landed cost after ITC).~~
- ii. ~~**Minimum decrement value:** 0.5% of reverse bid start price or as given by the Tender Inviting Authority.~~
- iii. ~~**Maximum decrement value:** 2% of reverse bid start price at a time.~~

~~7. Efforts will be made to start the Reverse Auction (RA) as early as possible after opening of price bid and same will be intimated through SMS & e-mail by the e-Portal system. However, bidders are also advised to check the details in dash board daily.~~

- ~~8. Server time shall be the basis of Start time & Closing time for reverse bidding and shall be binding for all. This would be visible to all concerned bidders.~~
- ~~9. After notifying the e reverse auction, shortlisted bidders for e Auctioning will be able to view the auction details in the TS e auctioning portal with registered login.~~
- ~~10. The initial auctioning period will be two (02) hours. Further there is a provision of auto extension by 10 minutes. That is, the auction closing time will be extended by another 10 minutes if any fresh bid is received in last 10 minutes. If no valid bid is received during last 10 minutes of initial auctioning period or extended auctioning period, then the e auctioning process will get closed.~~
- ~~11. During reverse auction, system displays only the reverse bidding prices till completion of reverse bidding. Either purchaser or the participant will not know the names of participants and their price and status (L1,L2,L3...). Only lowest price will be visible to all bidders.~~
- ~~12. Bidders have to mandatorily apply their decrements suitably to beat the latest base price else, e auction system will not accept their Bids. However, at no stage, increase in price is permissible.~~
- ~~13. If a bidder does not submit his bid in the Reverse Auction, the price quoted by him in the price bid shall be considered as the valid price of that bidder. The status of the bidder (L1, L2 etc.) shall be evaluated considering either the bid price submitted in Reverse auction or the Price quoted in the price bid, whichever is lower.~~
- ~~14. After completion of reverse auction, system generates bidder wise comparative statement with L-1, L-2, L-3... status for all the bidders invited for reverse auction.~~
- ~~15. In case of disruption of service at the service provider's end, while the Reverse Auction Process (RAP) is online, due to any technical snag or otherwise attributable to the system failure at the Server end; the Reverse Auction Process will start again. In such a situation, the last recorded lowest price of prematurely ended RAP, will be the "Start Bid Price" for the restarted RAP. The prices quoted in the prematurely ended RAP will be binding on all the bidders for consideration, if the restarted RAP does not trigger within the stipulated time. Disruption and restarting of RAP shall be intimated to all the bidders through system generated SMS/e-mail through e-auction portal. All the time stipulations of normal RAP will be applicable to the restarted RAP.~~

~~However, in case of any such disruption at bidders end during the bidding process, the same is to the account of bidder and SCCL is not responsible for the same. Further the bidding process shall continue as it is with the participation of remaining bidders.~~
- ~~16. In all cases, SCCL's decision regarding selection of bidder through e Auctioning or otherwise based on first stage quotation submitted in e Portal or to have negotiations or annulment of tender process shall be final and binding on all participating bidders.~~

17. ~~Tender inviting authority reserves the right to re-conduct the e-reverse auction, if it is felt that there is abnormality in the e-reverse auction conducted.~~
18. ~~Upon the finalization of L-1 value in reverse auction, the successful bidder will be allowed to give price break up of different items quoted by them limiting to final landed cost arrived in reverse auctioning after deducting offered discount. However, the rates given in such price break up should not be more than the prices quoted for individual items in their price bid. Otherwise, the division of L-1 value arrived in reverse auction among line items will be in the same proportion as quoted in price bid submitted by that bidder for awarding the contract.~~
19. ~~After e-reverse auction and arriving the lowest sum, the tender will be further processed and Letter of Award (LOA) / Firm order/ Service order will be issued to the successful bidder off line.~~
20. ~~Penalty on the defaulting bidders (in case of applicability) who are techno-commercially not qualified in Non-critical tenders.~~

Sl. No.	Situation	Penal Provisions
(i)	L-1 bidder is a defaulter for part of items for which he is L-1.	50% of EMD amount or ₹ 1.00 Lakh whichever is lower, is forfeited. In case the defaulter is an EMD exempted bidder, he will be asked to deposit the equivalent amount within 7 days of notice otherwise he will be disqualified in the subsequent tender for the item he participates.
(ii)	L-1 bidder is a defaulter for all items for which he is L-1.	100% of EMD amount or ₹ 1.00 Lakh whichever is lower, is forfeited. In case the defaulter is an EMD exempted bidder, he will be asked to deposit the equivalent amount within 7 days of notice otherwise he will be disqualified in the subsequent tender for the items he participates.
iii)	L-1 bidder happens to be a defaulter in 2 tenders issued by the SCCL within a span of 1(one) year	100% of EMD amount of 2nd tender is forfeited. In case the defaulter is an EMD exempted bidder, he will be asked to deposit the equivalent amount within 7 days of notice otherwise he will be disqualified in any of the tenders he participates for a period of 1 year in SCCL.

- i. ~~A Bidder will be treated as defaulter and liable for penal action, if the information / declaration / scanned documents furnished / uploaded by them, in support of qualification / eligibility criteria / provenness / or any other criteria as per the NIT is found to be wrong / misleading / not furnished / could not be verified by documentary evidence at any stage they will be liable for punitive action.~~
- ii. ~~The bidders will have to give undertaking online that, if the information / declaration / scanned documents furnished by them, in support of the same in respect of eligibility criteria is found to be wrong or misleading at any stage they will be liable for punitive action.~~

~~21. Reverse bidding currency: The reverse bidding shall be conducted in Indian Rupees (INR) per unit only. In case of foreign currency bids, the exchange rate prevailing on the price bid opening date (TT selling rate of State Bank of India) shall be considered for conversion in to Indian Rupees. If the relevant day happens to be a Bank holiday, then the conversion rate as on previous bank (SBI) working day shall be taken.~~

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