



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

Purchase Cell – Naini Area, Bikash Nagar, FCI Road, Turanga,

Dist: Angul, Odisha, Pin: 759123

E-mail: gm_naini@scclmines.com

Company Web site: www.scclmines.com

SCCL GST No: 21AAACT8873F1ZC

Company Web site: www.scclmines.com

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- a. Enquiry no: **NN126O0004; Dt: 25.04.2026**
b. Date of Closing of Tender Documents : 15.05.2026; 5:00 PM
c. Date of opening of Tender Documents : 15.05.2026; 5:30 PM
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NOTICE INVITING TENDERS (NIT)

Sub: Hiring of 12 KL Truck-Mounted multi utility Water Sprinkler with Mist Spray System for Dust Suppression and water spraying along the coal transportation road on State Highway, PWD Roads, Coal Yards and Other Areas on monthly hire basis for a period of three years on 24Hrs availability per day and distance 1250KMS monthly slab run at Naini Coal Mine, Chhendipada, Odisha-reg.

Enquiry Number	NN126O0004; Dt: 25.04.2026
Tender ID	C1000054789
Tender Category	Service
Order Type	Firm Order
Mode of Tendering	Conventional mode
Number of Sources	Single
Mode of Enquiry	Open Enquiry
Tender Stages	Two Stage:1) PQ Stage- (Technical Bid & Commercial Terms) 2) Commercial Stage- (Price Bid)
Input Tax Credit	Applicable
Evaluation Type	Item-rate
Currency Type	INR
Applicability of EMD	Applicable

1. Tenders are invited for Hiring of 12 KL Truck-Mounted multi utility Water Sprinkler with Mist Spray System for Dust Suppression and water spraying along the coal transportation road on State Highway, PWD Roads, Coal Yards and Other Areas on monthly hire basis for a period of three years on 24Hrs availability per day and distance 1250KMS monthly slab run at Naini coal mine, Chhendipada, Odisha as per the Technical Specifications, Terms and Conditions of this Tender Document.

The Approximate value of the enquiry is **Rs. 80 lakhs**. Bidder shall submit an EMD of **Rs.80,000 /-(Rs. Eighty Thousand Rupees only)** to the account of : THE SINGARENI COLLIERIES COMPANY LTD. ANGUL ACCOUNT NO: 62478122741, IFS CODE: SBIN0000007. Copy of the payment receipt should be submitted along with the Bid".
(For other details Pl. refer EMD clause at para-No. 21

SPECIAL TERMS & CONDITIONS

Sub: Hiring of 12 KL Truck-Mounted multi utility Water Sprinkler with Mist Spray System for Dust Suppression and water spraying along the coal transportation road on State Highway, PWD Roads, Coal Yards and Other Areas on monthly hire basis for a period of three years on 24Hrs availability per day and distance 1250KMS monthly slab run at Naini Coal Mine, Chhendipada, Odisha–reg.

1. ELIGIBILITY CRITERIA FOR COMMERCIAL ORDER:

- PDFs/PAFs/VSS are only eligible for participating in the tender. Each PDFs/PAFs/VSS shall be given only one contract to their entire family as per the clause mentioned below.
 - Clause no: (a): PDF/PAF himself/herself and his/her sons are eligible for filling tenders for contract of hired vehicle subject to the condition that contract for second vehicle should not be awarded to the PDF/PAF and his/her sons collectively during the one period.
 - Clause no: (b): The allotment of vehicle to PDF/PAF, including his/her sons, should be restricted to one vehicle at a time.
 - Clause no: (c): PDF/PAFs are eligible to file tenders for vehicles only in the Area where their house/land is acquired (e.g. PDF/PAFs of Naini Area are eligible to file tenders in MNG Area only), to avoid multiple tenders in other Areas and PDF/PAFs of all Areas are eligible for filing tenders for vehicles in Corporate Offices/establishments.
- 1. The Bidder should procure the 12 KL Truck-Mounted multi utility Water Sprinkler with Mist Spray System from the following eligible Firms/Supplier/Fabricators
 - **MANUFACTURERS / AUTHORISED DEALERS /PREVIOUS SUPPLIERS** of 12 KL Truck-Mounted multi utility Water Sprinkler with Mist Spray System
 - **In case of manufacturers:** Copy of firm registration certificate shall be enclosed along with the offer 12 KL Truck-Mounted multi utility Water Sprinkler with Mist Spray System
 - **In case of Authorized dealers:** Valid authorized dealer ship certificate shall be enclosed along with the offer for 12 KL Truck-Mounted multi utility Water Sprinkler with Mist Spray System
 - **In case of previous suppliers:** - They should submit previous order copy of 12 KL Truck-Mounted multi utility Water Sprinkler with Mist Spray System supplied to SCCL/Government organizations/ PSUs/ subsidiaries of CIL/Private Coal Mining Companies like Jindal, Vedanta, Tata, Aditya Birla, Rungta mines, Hindalco, Essel, HZL mines, Lloyds, ACC, Shyam Metalics or

to Municipal Corporations, Industries, PWD Departments, Airports, City corporations etc along with the bid documents, otherwise the offer will not be considered.

➤ Provenness criteria:

- a) The equipment / item purchased by the bidders shall be considered proven provided the equipment/item offered 12 KL Truck-Mounted multi utility Water Sprinkler with Mist Spray System must have been supplied not prior to 5 years from the date of opening of the tender to the Mining Industry (Private or Government/ Public Sector Undertaking) or to Municipal Corporations, Industries, PWD Departments, Airports, City corporations etc or and performed satisfactorily for a period 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 copy of supply orders received by them for 12 KL Truck-Mounted multi utility Water Sprinkler with Mist Spray System with details.
- d) Bidders are required to submit Satisfactory Performance report for the supplies made against the order copy 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 12 KL Truck-Mounted multi utility Water Sprinkler with Mist Spray System have performed satisfactorily for a minimum period of 1 year from the date of commissioning of the item shall be considered valid. If the bidder submits two consecutive orders from the same Govt. firm/Public Sector firm/same subsidiary with a gap of 12 months, performance reports will not be insisted
- f) In case of Private Sector, Municipal Corporations, Industries, PWD Departments, Airports, City Corporations etc., 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 12 KL Truck-Mounted multi utility Water Sprinkler with Mist Spray System 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.

2. **Evaluation Criteria:** Bids will be evaluated on Landed Cost Basis duly considering Tax Credits if any. Technically & Commercially qualified bids shall be evaluated on total file value.

Note: Tenderers are requested to quote the rate per month.

3. **Payment Terms:** 100% Payment will be arranged through RTGS on Monthly basis on receipt of the bill duly certified by PO, Naini Coal Mine, and approved by General Manager, Naini Area along with Day Wise Log Book and Workers Payment Register maintained.
3. **PVC if applicable:** The rate shall be firm till completion of the contract period, except for variation in diesel price.
4. **Performance Bank Guarantee (PBG) terms:** Applicable @10% of the annualized contract value and refer clause no. 33 of NIT Document.

Annualized Contract value = Total Contract Value / 3.

Note: In case the firm fails to submit consolidated Performance Bank Guarantee as stipulated in NIT document, the same will be deducted from the first month bill. Balance of PBG amount if any will be deducted from 2nd month bill.

5. **EMD:** EMD is applicable @ Rs.80,000 and refer clause: 21 of NIT document.

If the EMD amount paid is lower than **Rs.80, 000/-** as stated above, the offer is liable for rejection.(Account to be added)

6. **TDS:** Will be made at applicable rate as per GST Act.
7. **Warranty/Guaranty:** Not Applicable
8. **Delivery:** Shall deploy the vehicle within 90 days from the date of receipt of LOA/PO or as per the delivery schedule given by GM, Naini

9. **Penalty:**

- If Firm fails to provide the Vehicle on any day due to breakdown the same should be rectified within 48 Hours an immediate substitute is to be provided. If agency fails to provide the vehicle even after a period of 24 Hours a penalty of Rs.2000/- per day will be recovered in addition to the proportionate amount of deduction from the monthly charges will be recovered from their bills for the inconvenience caused or cost of engaging a separate Vehicle from any other agency whichever is higher will be deducted for each such failure at the discretion of the officer admitting the Bill, apart from non-payment for that day.
- However if the vehicle is not provided due to the fault of the bidder or non-availability of driver or diesel a penalty of Rs. 2500/-day will be imposed in addition to the proportionate amount of deduction from the monthly charges will be recovered from their bills for the inconvenience caused.

10. **Pre bid details if any:** NA

11. **SCCL hindrances clause in case of service contracts if required:** NA

12. **Any other specific terms required:** As per NIT Document

TECHNICAL SPECIFICATIONS

Sub: Hiring of 12 KL Truck-Mounted multi utility Water Sprinkler with Mist Spray System for Dust Suppression and water spraying along the coal transportation road on State Highway, PWD Roads, Coal Yards and Other Areas on monthly hire basis for a period of three years on 24Hrs availability per day and distance 1250KMS monthly slab run at Naini coal mine, Chhendipada, Odisha.

Ref: Enquiry No. **NN126O0004**; Dt: **25.04.2026**

1. Description of Work:

Sl. No	Type of Vehicle	Qty in Nos	Availability per day	Period of Contract	KMs run per month
1	12 KL capacity Water Tanker	01	24 Hrs	36 Months	1250

2. Technical Specifications:

Hiring of 12 KL Truck-Mounted multi utility Water Sprinkler with Mist Spray System for Dust Suppression on State Highway, PWD Roads, Coal Yards and Other Areas – Naini Coal Mine

a. Objective

To control and reduce dust pollution effectively on State Highway, PWD roads, coal yards, and other project-identified areas of Naini Coal Mine by deploying a 12 KL Truck-Mounted multi utility Water Sprinkler fitted with a mist spray system.

Sr. No.	PARAMETERS	DESCRIPTION
1	Vehicle type	Heavy-duty commercial vehicle chassis with cabin, Drive Configuration: Capable of operating on highways, PWD roads, and mine approach roads.
	Safety Features:	As per RTO guidelines
	Cabin	Standard driver's cabin with safety features (seat belts, mirrors, horn, fire extinguisher).
	Registration:	Valid RTO registration and road permits for highways and PWD roads.
	GWW	18500 Kg & above or as per suitability
2	Engine emission	BS VI
3	Fuel type	Diesel
4	Engine Power	200HP and Above or as per suitability
5	Engine Torque	850Nm and Above or as per suitability
6	Wheel Base	4800mm and Above or as per suitability
7	Truck	TATA/Ashok Leyland/Eicher with 6 (min) wheel

8	General technical requirement	Truck registered on or after 01.01.2025
II	DRIVE	
1	Drive System	Hydraulic through truck engine (external power source not required) Pump & Control System; Engine/PTO-driven centrifugal pump. Minimum discharge pressure: 3–5 kg/cm ² . Spray controls inside driver's cabin for flow and pattern adjustment.
2	Hydraulic Pump type	Piston type pump
3	System Design	System should be designed in such a way that the complete system should be running.
III	WATER TANK	
1	Water Tank Capacity	12KL/12000Ltr.
2	Tank shape	Elliptical
2.a	Water Filling:	Hydrant filling and self-priming pump arrangement.
3	No of compartments in tank	03 or as per design requirement. There should be provision for interconnection of compartments for complete utilization of the water from all the compartments for any one purpose like water spraying / mist/firefighting.
4	Level indicator	02nos
5	Thickness	5.0mm (min)
6	Man hole	03nos(450mm) or as per design
7	Ladder	Yes
8	Safety railing	Yes (on the top of tank)
9	Base frame	ISMC 150 (min)
10	Tank pedestals	6mm thick (min)
11	Provision of 4 taps on rear side of water tank for water supply	YES
12	MOC/Grade	Hot Rolled Mild Steel / IS:2062 with anti corrosive enamel paint.

IV. MIST SPRAY CANON- operated from drivers cabin

1	Blower	Steel fabrication with powder coated
2	Mist droplet size	10 to 50 microns
3	Blower fan capacity	Should meet throw of 25Meter to 30 mtrs (min) MOC PPG/PAG
4	Fan/Blower Drive	Through hydraulic motor arrangement/with piston motor
5	Fan safeguard mesh	Yes
6	No of nozzles	12 to18 nos(1set extra spare) type full cone amidst
7	Material of nozzle	Stainless steel -316
8	Mist nozzle horizontal throw	25meter and above
9	Vertical swing/elevation mechanism	0-45degree
10	Horizontal swing/Rotational mechanism	0-180 degree(control from driver)
11	Fan air flow	Should meet throw of 25Meter
12	Nozzle LPM	3LPM or more
13	Sprinkler system	
14	Mist cannon pump discharge	100-120 LPM Min
15	Online water filter	MOC stainless steel
16	Noise emission	Maximum 85 dB with NRD technology for noise reduction.
17	Sprinkler details	Centrifugal type pump multistage with hydraulic pump

		drive, discharge 400 LPM, pressure 8-10 bar.
V. ATTACHMENT		
1	Washing hose	Hose Reel: 30 m hose x 2 sets reel with jet/spray gun for localized spraying.
2	Auto rewinding	YES
3	Gun with lance assy.	YES
4	Public address system	YES
5	GPS	YES
VI. Sprinkler System		
1	Location of Sprinkler Nozzles.	Front 10 Nos Nozzles, LH Vertical 1.5 Ft Height 3 Nos Nozzles, RH Vertical 1.5 Ft Height 3 Nos Nozzles. Rear LH 5 Nos Nozzles, Rear RH 5Nos Nozzles, Rear Top 4Nos Nozzles.
2	Pump Requirements	There should be a separate pump for Sprinkler/ Washing Hose and separate pump for Mist spray canon/fire fighting
3	Performance	<ol style="list-style-type: none"> 1. The equipment should meet the Horizontal Throw of 25 Meters. 2. The equipment (Both Mist Cannon and Sprinkler) should be designed to work /perform in both movement and stationary conditions. 3. There should be individual control of Sprinklers and Mist Cannon system. A- Front, B- Front LH, C-Front RH,D-Rear LH,E- Rear RH,F-Rear Top and G- Mist Cannon.
4	Inspection	Contractor should facilitate inspection by SCCL Engineers during fabrication and also after completion of assembly before dispatch.
VII SPRINKLER DETAILS		
1	Pump Type:	Centrifugal Type Pump/Multistage Pump
2	Pump Drive:	Hydraulic
3	Pump Discharge:	400 LPM
4	Pump Pressure:	8-10 Bar
VIII FRONT SPRINKLER DETAILS:		
1	Header outer Diameter:	100MM
2	Nozzle Type:	Flat Jet Amist
3	Header Material:	MS,IS-2062
4	Nozzle Size/Qty:	25mm/3nos.
5	Nozzle Material:	Stainless Steel(SS316)
6	Painting of header	Superior Quality Powder Coated
IX REAR SPRINKLER DETAILS:		

1	Header outer Diameter:	100MM
2	Nozzle Type:	Flat Jet Amist
3	Header Material:	Mild Steel,(IS2062)
4	Nozzle Size/Qty:	25mm/04 nos.
5	Nozzle Size/Qty:	38mm/02 nos.
6	Nozzle Material:	Stainless Steel(SS316)
7	No's of Nozzle:	06nos.
8	Painting of header	Superior Quality Powder Coated
X	SIDE SPRINKLER DETAILS:	
1	Header outer Diameter:	100MM
2	Nozzle Type:	Flat Jet Amist
3	Header Material:	MS,IS-.2062
4	Nozzle Size:	25mm
5	Nozzle Material:	Stainless Steel(SS316)
6	No's of Nozzle:	03nos.on Both sides of Truck
7	Painting of header	Superior Quality Powder coated
XI	FIREFIGHTINGSYSTEM:	
1	Mounting:	On top of the water tank
2	Nozzle MOC:	SS304.
3	Throw range:	20-25mtrs.
XII	SAFETYFEATURES:	
1	RGPPS (Reverse Gear PTO Protection System)	PTO must be Auto disengaged with Reverse Gear Engagement.
2	Hydraulic Oil Cooling System	To be provided
3	Pump Dry Run Alarming system	To be provided

3. **Scope of Work**

- a. Deployment of Truck Mounted 12KL Multi utility water sprinkler equipped with Mist Spray Cannon Machine in good working condition.
- b. Providing of Water source is in the scope of contractor
- c. The vehicle shall be stationed at Naini Coal Mine for exclusive use.

4. **Operation & Coverage**

- a. Dust suppression on State Highways, National High Ways, village Roads, Towns and villages, blocks, adjoining PWD roads, coal yards, mine premises and other areas as directed by project authorities.
- b. Minimum 3–4 rounds per day or as per mine management instructions.
- c. Uniform mist spraying ensuring effective suppression without excessive water logging.

5. **Manpower & operations hours & Maintenance hours**

- a. Contractor has to provide one trained driver/operator with valid HMT license for 12 hours operation with 24hr availability with the keys handed over to security personnel at the mine.
- b. Driver to manage operation, fueling, routine checks, and log maintenance.

- c. The Water Tanker will be allowed for maintenance for one shift per week. The KMs run during the maintenance period will be to firm's account.

6. Fuel & Maintenance

- a. Fuel, lubricants, consumables, spare parts, and routine maintenance shall be borne by contractor.

7. Compliance

- a. Vehicle must comply with RTO, State Transport, DGMS, and Pollution Control Board norms.
- b. Contractor shall maintain a logbook certified daily by mine officials.

8. Duration of Hiring

Initially for 36 months (extendable as per project requirement).

9. Performance Parameters

- a. Minimum 95% monthly vehicle availability.
- b. Immediate replacement vehicle in case of breakdown.
- c. Effective dust suppression at all designated stretches and coal handling areas.

10. Terms & conditions:

- a. The contract shall be valid for a period of **3 years** from the date of deployment. Vehicle with permanent registration & valid fitness issued by Transport Authorities only will be permitted for deployment and vehicle with temporary registration will not be accepted. The vehicle documents must be available with the driver at all times. Drivers deployed shall have valid driving licenses issued by Govt. licensing Authority during the tenure of the contract period. Before engaging the Water Tanker, the concerned SCCL Authorities will inspect the 12 KL Truck-Mounted multi utility Water Sprinkler and after certification only, the contract will come into effect.
- b. Water spraying shall be motorized with pump for mist spray thus avoiding heavy slush in the roads (not conventional) with the valve arrangement.
- c. The 12 KL Truck-Mounted multi utility Water Sprinkler should be provided with all the required safety features to facilitate safe operation at all times. One No. of required capacity Fire Extinguisher of reputed make should be fitted in the vehicle.
- d. The Speedometer shall always be in working condition with provision to read fraction of KM. Starting and closing time counts and Speedometer reading will be given by the concerned official to whom the Vehicle is attached for daily run. The trip sheet/Log Book should be maintained and should be available with driver for obtaining the official's signature for the trip made.
- e. *The cost of diesel, lubricants, repairs, taxes, insurance and any other incidental expenses in running the vehicle shall be borne by the contractor/firm.*
- f. Pollution under Control Certificate is to be obtained from the concerned Statutory Authorities from time to time and the Certificate is to be kept in the Vehicle.
- g. All the RTA rules and regulations shall be complied with by the successful tenderer who will be solely responsible for such compliance. SCCL will not be responsible for violation of any of these rules and regulations.
- h. SCCL will not take any responsibility if any accident/damages happen to the vehicle or to driver or to any other person during the period of contract.
- i. The company shall not in any way be liable to pay any compensation if the contractor incurs loss as a consequence of strike, lockout, fire, accidents, riots, war or for any reason beyond the control of SCCL.

- j. During the course of execution of work, if any accident occurs whether major or minor, contractor or his supervisory staff should inform the same immediately without any delay to the concerned authorities of Naini Area to take steps in accordance with the Mines Act and other relevant laws. Otherwise contractor or his supervisory staff will be prosecuted for violation of the Mines Act and other relevant laws.
- k. The liability for payment of compensation (as per workmen compensation act) to the contract labour for personal injury caused by accident arising out of and in the course of employment will rest on the Contractor. However, if the Contractor fails to pay the compensation as per Act, then SCCL will pay the amount and recover the same from the due amounts of the Contractor
- l. The contractor needs to take insurance policies on the names of labour engaged, for the expenditure towards compensation as per Workmen Compensation ACT in the event of necessity
- m. The contractor should employ his own Drivers, Mazdoors, staff etc, for the awarded work.
- n. The firm has to provide **Identity Cards** to their workmen
- o. The firm should carry out the work as per Mines Act under SCCL guidance and supervision.
- p. The multi-utility vehicle shall prominently display the emblem of SCCL on all sides so as to be clearly visible from every direction.

11. **Manpower**

- a. Contractor to provide one trained driver/operator with valid HMT license for 12 hours operation with 24hr availability.
- b. Driver to manage operation, fueling, routine checks, and log maintenance.
- c. SCCL shall provide training for the persons employed by the successful tenderer. They should undergo initial medical examination and should also undergo training at MVTC before engaging them on the work.
- d. The contractor shall arrange **Insurance Coverage** of the personnel employed on the work.
- e. The Driver with 12 KL Truck-Mounted multi utility Water Sprinkler has to report to the designated Officer at the specified time every day.
- f. The Driver should possess 21 years of the age and not above 60 years.

12. PRICE VARIATION CLAUSE: To take care of revision on diesel oil prices and wages, the successful contractor will be allowed revision on pro-rata basis upward / downward at the following formula:

For CMPF Stream :

- a) **New rate per month :**

New rate per month = [(Order Rate per month)] + [(M x (Variation in HSD rate) x Kms run / Month)] + [(No. of days in the month x MFx1.2805 x (Variation in Skilled Minimum wages per day of Drivers))]

For EPF Stream :

New rate per month = [(Order Rate per month)] + [(M x (Variation in HSD rate) x Kms run / Month] + [(No. of days in the month x MF x 1.2133 x (Variation in Skilled Minimum wages per day of Drivers))]

For Both CMPF & EPF streams:

Extra km rate:

New rate= (Old rate per Km) + [M X Variation in HSD Rate]

In the above formulae **M= 0.20**

MF= 1.5 for 12 hours availability.

The above rate for extra KM and PVC Formulae is based on the diesel price of **Rs.93.96 per ltr at Angul as on 24.04.2026**

The above Rate for extra hour and PVC Formulae is based on minimum wages (Skilled) of Rs. 760.00 as on 01.04.2025.

PVC Formula equated to Firm order no: 7500057890; Dt: 31.12.2025

Note : The following components are factored in the all the above PVC formulae :

a) For CMPF Stream: Total 28.05% (Factor is 1.2805)

(CMPF - 12% + Pension - 7% + Administrative charges - 0.72 % + Bonus -8.33% = 28.05)

b) For EPF Stream : Total 21.33% (Facor is 1.2133)

(EPF Employer Share - 12% + EDLI contribution - 0.5% + EPF administrative charges - 0.5 % + Bonus – 8.33% = 21.33%)

c) Bonus component @ 8.33% is factored in the above PVC formulae.

Actual applicable rates from time to time shall be calculated as per the price variation formulae given as above.

Actual applicable rates from time to time shall be calculated as per the price variation formulae given as above.

13. General Terms and conditions:

01) PRICE Condition : Prices Quoted shall be exclusive of GST and FIRM for entire execution of contract period except above PVC clauses for HSD and minimum wages, Which shall be considered for making payments.

The claims, if any, for the above price variation can be made once in three months. However, applicable prices will be paid in the subsequent period.

02) The rate per extra KMs run beyond 1250 KM run per month will be paid as under.

SI.No	Description	Amount
1	Rate per KM beyond 1250 KMs run per month	Rs.33.77*

- 03) Pollution under Control Certificate is to be obtained from the concerned Statutory Authorities from time to time and the Certificate is to be kept in the Multi Utility vehicle Cabin of Water Tanker.
- 04) The Multi Utility Vehicle is to be registered on the name of the Contractor/Firm. In case of lease, a copy of the document is to be submitted to the concerned authorities and shall be insured.
- 05) The firm should obtain all the statutory licenses required to operate the 12 KL Truck-Mounted multi utility Water Sprinkler.
- 06) SCCL reserves the right to cancel the Enquiry/Order partially or fully at any time without assigning any reason with one Month's Notice.
- 07) The firm shall follow all the statutory requirements as per the Labour Laws, Mines Act and Insurance etc. The firm shall pay minimum wages to their workers as prescribed by the State Government from time to time under the Payment of Minimum wages act, 1948. The firm shall also follow all statutory provisions in respect of Workmen Compensation, Working Hours, Insurance, CMPF/ EPF, etc., and shall submit documentary evidence as and when required for the above.
- 08) The performance of the equipment would be monitored continuously from the date of commencement of work and in case the performance is not satisfactory at any stage of the contract, SCCL reserves the right to terminate the contract and/or induct new contractor including Government Agency, duly imposing penalties as per terms and conditions of the order.
- 09) SCCL is not responsible in any way for the safety of the hired Multi Utility vehicle during the period when the Multi Utility vehicle is at its disposal, but the successful tenderer of the hired vehicle is responsible for the safety of such vehicle.
- 10) The ordered quantity/period may increase or decrease at the discretion of GM, Naini Area.
- 11) The contract is liable for termination in cases:
 - a) There is continued default by the contractor for 15days.
 - b) The performance of contractor/Agency is unsatisfactory.
- 12) The Drivers deployed shall undergo training at VTC, Medical Examination as per SCCL rules in vogue.

13) TAXES AND DUTIES:

All Statutory Taxes, Duties and Levies etc as per Clause 25 & 26 of NIT document, if applicable.

Any imposition (new)/increases in taxes/levies by Govt. to be borne by the firm/contractor. However any deletions/decrease in taxes/levies by Govt. will be applied as it is.

Income tax deduction will be made as per IT act and as per rules announced by Government authorities, from time to time.

Contractor has to pay Professional Tax as per the provisions of the Act and submit copy of the Tax payment vouchers to DyGM (F&A)/Naini Area.

- 14) If any legal complication arises at any time on payment of wages under the Rules and Acts in force, it is the entire liability and responsibility of the successful Tenderer and the SCCL is in no way concerned and responsible.
- 15) All applicable Statutory Taxes will be deducted at source.
- 16) CONTRACTOR(S) TO WHOM THE WORK WILL BE ALLOTTED, SHOULD FOLLOW ALL STATUTORY RULES, REGULATIONS, APPLICABLE LAWS ETC, AND STATUTORY REQUIREMENT RELATED TO GOVERNMENT LICENSES, WORKMEN

COMPENSATION, CMPF/ EPF, WORKING HOURS OF THE WORKMEN, INSURANCE ETC., INCLUDING MINIMUM WAGE ACT, FOR THEIR PERSONNEL/ WORKS.

a) The contractor shall make necessary arrangements for enrolling all his workmen and staff as the members of the CMPF/ EPF as detailed below.

- 17) **All contractor’s employees shall invariably be covered under CMPF Scheme if not covered under EPF Scheme so far. In case, any contractor’s employee is already covered under EPF, he can continue his membership in EPF”.**

A copy of the monthly subscription towards CMPF/EPF contribution shall be submitted to the concerned Area authority.

The details of present CMPF & CMPS/ EDLI & EPF contributions to be followed are furnished hereunder for compliance.

AS PER CMPF

The details of present CMPF and CMPS contributions to be followed are furnished hereunder for compliance as per the circulars No. CRP/PER/IR/C/086/583, Dt.9.05.2020 and CRP/PER/IR/C/086/705, Dt.17.06.2020. The contractor shall enroll their employees in CMPF / CMPS . A copy of the monthly subscription towards CMPF and CMPS contributions shall be submitted to the concerned accounts department user department and concerned Finance head of the area / Department

Contribution towards	Percentage of Employee’s contribution (Contractor’s employee)	Percentage of Employer’s contribution (Contractors contribution)
Pension	7% of the salary of the employee ‘s calculated on payable basic and variable dearness allowance(VDA) i.e., minimum wage including VDA	7%of the salary of the employee ‘s calculated on payable basic and variable dearness allowance(VDA) i.e., minimum wage including VDA
CMPF	12% of wages i.e., minimum wage including VDA	12% of wages i.e., minimum wage including VDA
Administrative Charges	-	0.72%

AS PER EPF

The details of present EPF contributions to be followed are furnished hereunder for compliance as per the letter no.CRP/PER/IR/596, Dt. 18.05.2021 issued by GM(Personnel) IR,PM & RC.

The following are the percentages:

- i) Employees Provident fund @12%
- ii) Employee deposit linked insurance scheme @ 0.50% (EDLI)
 - i) Administrative Charges @ 0.5%
 - ii) ESIC (Employees State Insurance Corporation) contribution total @ 4% (Employees contribution @ 0.75% and Employers contribution @ 3.25%)

Contribution towards	Percentage of Employee’s contribution (Contractors’ employee)	Percentage of Employer’s (Contractors) contribution
Employee Provident fund	12% of the salary of the employee’s, calculated on payable basic and variable dearness allowance(VDA) i.e., minimum wage including VDA	3.67% of the salary of the employee’s, calculated on payable basic and variable dearness allowance(VDA) i.e., minimum wage including VDA
Employee Pension Scheme	-	8.33% of the salary of the employee’s, calculated on payable basic and variable dearness allowance(VDA) i.e., minimum wage including VDA
Employee deposit linked insurance	-	0.5% of the salary of the employee’s, calculated on payable basic and variable dearness allowance(VDA) i.e., minimum wage

		including VDA
EPF Administrative Charges (Monthly payable amount under EPF Administrative Charges is rounded to the nearest Rupee and a minimum of Rs. 500/- is payable	-	0.5% of the salary of the employee's, calculated on payable basic and variable dearness allowance(VDA) i.e., minimum wage including VDA

The contractor shall make Payment of Bonus under payment of Bonus Act 1965 to their workers i.e., the drivers engaged on the vehicles in SCCL on hire basis @ 8.33% of minimum wages. (Circular No. CRP/PER/IR/C/85/587, dt. 08.05.2018).

- 18) The bills of the contractor shall be accompanied by an attested copy of wages sheet with a certificate given on the wages sheet by authorized officials witnessing the payment of wages to the labourers/workmen engaged by the contractor for the subject work to the effect that the payment indicated in the prescribed column of the wages sheet has been disbursed to the labourers/workmen in their presence.
- 19) In addition to the above, a certificate shall be issued by the concerned personnel head that the contractor has deducted that amount of CMPF & CMPS/ EPF & EDLI and deposited along with the matching share with the concerned Regional Commissioner, CMPF / EPF and a copy of the certificate shall be attached with the bill of the contractor.
- 20) Payment to the contractor shall be released against the bill by the Finance Department after verifying the above documents.
- 21) The present minimum wages to be paid per day to the workers as per latest notification issued by Chief Labour Commissioner, Government of India, is as furnished below.
- 22) However, these wages are revised from time to time by Central Government by notification. As per SCCL Circular No. CRP/PER/IR/M/361/1287; dt:27.10.2025

Sl.No.	Category	Amount in Rs.
1	Highly Skilled	893.00 Per Day
2	Skilled	760.00 per day
3	Semi skilled	632.00 per day
4	Un-skilled	541.00 per day

- 23) The contractor should maintain **Form – 'B' & 'E' Registers** in respect of the persons employed by him and should be available for inspection of Mine Officials, required as per DGMS Circular No.52 of 1965.
- 24) The successful tenderer has to submit an Agreement Bond on **Rs.200/-** Non- Judicial Stamp Paper accepting to all the Terms and Conditions of the Order.
- 25) Notwithstanding anything mentioned above, GM/Naini Area can terminate the contract at any time during the period of contract without assigning any reason if he is of the opinion that the work is not conducted to his satisfaction and the GM/KGM Area will be the sole judge in this regard.
- 26) General Manager, Naini area is the authority to determine whether there is any failure on the part of the contractor regarding providing of Water Tanker Services and his decision would be final.
- 27) In all cases of disputes, the decision of the Company shall be final. The Courts of Kothagudem (District Bhadradi Kothagudem) in the State of Telangana only shall have jurisdiction to deal with and decide any legal matter or dispute whatsoever arising out of this Contract.

INFORMATION TO THE BIDDERS FOR SUBMISSION OF BIDS THROUGH CONVENTIONAL MODE

1. Participating bidders should pay the tender processing Fee @ 0.03% of the estimated value plus GST 18% i.e an amount of Rs. 2832/-(Rupees Twenty Eight Hundred Thirty Two Only). The bank account details are provided below.
DESCRIPTION: THE SINGARENI COLLIERIES COMPANY LTD. ANGUL
ACCOUNT NO: 62478122741, IFS CODE: SBIN0000007. Copy of the payment receipt should be submitted along with the Bid. Otherwise, offer is liable for rejection.
2. Please keep Techno-Commercial documents in one cover and price bid in another cover. Also mention the following details on both the covers and seal firmly.
 - a. Subject of the Tender
 - b. Enquiry Number
 - c. Techno-Commercial/Price Bid
 - d. Last date of receipt of tender
 - e. Date of opening of the tender
 - i. **Techno-commercial Documents:**
 - Documents as per the list provided in Annexure-XI
 - ii. **Price Bid Format:** Please quote rate in the separate price bid format and keep it in the separate cover. If the prices are revealed here, such tenders/offers shall be treated as unsolicited and will be rejected.

1) Both covers shall be placed in separate cover and seal tightly. Write the above details on the

Item SI No	Details	Unit	Qty (A)	BP/Month in Rs. (B)	Total Price in Rs. (A*B)
1	Hiring Charges of 12 KL Truck-Mounted multi utility Water Sprinkler per month	Month	36	xxxxxx	xxxxxx
		GST Rate (%)			xxxxxx
		Total Amount			xxxxxx

sealed cover and send the tender documents by post/courier services /or received personally. However, SCCL shall not be responsible for any kind of delay in tenders submitted through post / courier etc.

- 2) Techno-commercial terms cover shall be opened on tender opening day and shall be sent for technical evaluation.
- 3) Price bid cover shall be placed in the Tender box with the signature of tender committee.
- 4) After Techno-Commercial evaluation, the price bids shall be opened with the approval of competent authority.
- 5) *Rejection of bids (not submitted in separate sealed covers): if the techno-commercial bid and price bid are not received in separate sealed covers, such offer shall not be considered.*
- 6) *If the prices are revealed before price bid opening, then such tenders/offers shall be treated as unsolicited and will be rejected.*
- 7) *The tenders should be submitted to the address given below.*

**THE SINGARENI COLLIERIES COMPANY LIMITED
(A GOVERNMENT COMPANY)
Bikash Nagar, FCI Road, Turanga,
Dist: Angul, Odisha, Pin: 759123**

Format of Letter of Bid (LOB)

LETTER HEAD OF BIDDER

To,
 The General Manager, Naini Area, SCCL
 Bikash Nagar, FCI Road, Turanga,
 Dist: Angul, Odisha State.
 E-mail: gm_naini@scclmines.com
 Pin: 759123.

Sub: Letter of Bid for Hiring of 12 KL Truck-Mounted multi utility Water Sprinkler with Mist Spray System for Dust Suppression and water spraying along the coal transportation road on State Highway, PWD Roads, Coal Yards and Other Areas on monthly hire basis for a period of three years on 24Hrs availability per day and distance 1250KMS monthly slab run at Naini coal mine, Chhendipada, Odisha..

#

Ref: Enquiry No. **NN126O0004**; Dt: **25.04.2026**

Dear Sirs,

I/We offer to hiring of 12KL Capacity Water tanker/Sprinkler on monthly hire basis for water spraying along the coal transportation road and other designated places for a period of three years on 24Hrs availability per day and distance 1500KMS monthly slab run at Naini coal mine, Chhendipada, Odisha-reg., as per our offered rate/price in accordance with the conditions of the NIT document as available in the website.

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

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

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

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: Hiring of 12 KL Truck-Mounted multi utility Water Sprinkler with Mist Spray System for Dust Suppression and water spraying along the coal transportation road on State Highway, PWD Roads, Coal Yards and Other Areas on monthly hire basis for a period of three years on 24Hrs availability per day and distance 1250KMS monthly slab run at Naini coal mine, Chhendipada, Odisha.

Ref: Enquiry No. **NN126O0004**; Dt: **25.04.2026**

#

Acceptance of Commercial Terms (ACT) and Conditions by the Bidder

SI 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	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 (as per Annexure-V of NIT at Point No.13)	Accepted
9	Payment Terms as per Annexure I of NIT	Accepted
10	Packing	Accepted
11	Penalty as per Annexure II of NIT	Accepted
12	Risk Purchase	Accepted
13	Force Majeure	Accepted
14	Guarantee / Warranty as per Annexure I of NIT	Accepted
15	Technical Parameter Sheet/TPS	Accepted
16	Performance Bank Guarantee	Accepted
17	Currency of Bid	Accepted
18	Price Fall clause	Accepted
19	General Terms and Conditions	Accepted
20	Settlement of disputes clause	Accepted

THE SINGARENI COLLIERIES COMPANY LIMITED**OTHER COMMERCIAL INFORMATION**

Tender for Hiring of 12 KL Truck-Mounted multi utility Water Sprinkler with Mist Spray System for Dust Suppression and water spraying along the coal transportation road on State Highway, PWD Roads, Coal Yards and Other Areas on monthly hire basis for a period of three years on 24Hrs availability per day and distance 1250KMS monthly slab run at Naini coal mine, Chhendipada, Odisha.

Enquiry No. & Date: NN126O0004; Dt: 25.04.2026			
SI No	Particulars	Details	Remarks, if any
1	Details of EMD (if applicable)		
2	Proof of being Manufacturer (for tendered item)		
3	Type of Registration (SSI/NSIC/DGS&D etc.)		
(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)	Accepted	
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)		
(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 to deploy the Water Tanker	As per NIT	Accepted
14	Supply Capacity (per month)	NA	

Note: All Taxes and duties mentioned in Price Bid / Commercial stage are only considered for evaluation.

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/WePartner/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:

Place:

(Signature of Bidder with Seal of the firm)

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 Bidder with Seal of the firm)

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.

Date:

Place:

(Signature of Bidder with Seal of the firm)

PERFORMANCE BANK GUARANTEE

In consideration of The Singareni Collieries Company Limited, Naini Area, Bikash nagar, FCI Road, Turanga, Dist: Angul, Odisha State Pin: 759123 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, Naini Area, Bikash nagar, FCI Road, Turanga, Dist: Angul, Odisha State Pin: 759123 to the extent of Rs. _____ against satisfactory performance of the equipment to The Singareni Collieries Company Limited, Naini Area, Bikash nagar, FCI Road, Turanga, Dist: Angul, Odisha State Pin: 759123 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, Naini Area, Bikash nagar, FCI Road, Turanga, Dist: Angul, Odisha State Pin: 759123 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, Naini Area, Bikash nagar, FCI Road, Turanga, Dist: Angul, Odisha State Pin: 759123 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, Naini Area, Bikash nagar, FCI Road, Turanga, Dist: Angul, Odisha State Pin: 759123 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, Angul and we are liable to pay the Guaranteed amount or any part thereof under this guarantee at our _____ Branch, Angul.

Contact details of the Banker:

Postal Address:

Phone & Fax Number:

Mail-Id :

TECHNICAL PARAMETER SHEET/TPS(To be **accepted** and uploaded Scanned Copy by the **Bidder**)

Sub: Hiring of 12 KL Truck-Mounted multi utility Water Sprinkler with Mist Spray System for Dust Suppression and water spraying along the coal transportation road on State Highway, PWD Roads, Coal Yards and Other Areas on monthly hire basis for a period of three years on 24Hrs availability per day and distance 1250KMS monthly slab run at Naini coal mine, Chhendipada, Odisha.

Ref : Enquiry No. **NN126O0004**; Dt: **25.04.2026**

#

Description of Work:

SI No	Description	Qty
1	Hiring of 12 KL Truck-Mounted multi utility Water Sprinkler with Mist Spray System for Dust Suppression and water spraying along the coal transportation road on State Highway, PWD Roads, Coal Yards and Other Areas on monthly hire basis for a period of three years on 24Hrs availability per day and distance 1250KMS monthly slab run at Naini coal mine, Chhendipada, Odisha.	36 months

Note:

- **The successful tenderer shall carry out the work as per the Scope of Work, Terms & Conditions mentioned in Annexure-I & II of NIT Document**

Bidder's Acceptance:

I have gone through the terms and conditions specified above and mentioned in the NIT and submit this tender.

I will abide to the terms and conditions and agree for any amendments made from time to time during the period of contract.

Signature of the Bidder with Seal

List of documents to be up loaded

SI No	Document name
1	In case of claiming exemption for EMD, copy of valid SSI/NSIC/MSME certificate
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-banning and self certificate duly signed by the bidder.
7	Copies of Previous Purchase orders for the ducts/long lay flat tube placed by SCCL / any PSU/ any Govt Organizations only.
8	(Other certificates as per NIT like BIS/IS Certification, Legal metrology approval, DGMS approval, Electric regulatory authority etc. etc)
9	Acceptance of Technical Parameter sheet
10	Any other documents as per NIT
11	Documents in support of eligibility criteria.

Formalities for participating in the Tender through E-Procurement

~~a) As per the directions of Government of Telangana, M/s The Singareni Collieries Company Limited is switched over from GepNIC e-procurement Portal <https://singareni-tenders.gov.in> to TS Portal i.e., <https://tender.telangana.gov.in> from 01.04.2018.~~

~~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~~

- ~~• 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)~~

~~c) Tenders are to be submitted on line 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 and GO MS No.3 dtd 02.03.2021.~~

~~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 present rate of GST is 18% on e-procurement transaction fee. Participating bidders shall submit transaction fee at @ 0.03% + 18% 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 50.00 Crores and a cap of Rs 25,000/- in case the quoted value is more than Rs 50.00 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.50.00 Crores, and Rs. 25,000/- (Rupees twenty five thousand only) for goods and services with ECV above Rs.50.00 Crores, from successful bidders on e-Procurement platform before entering into agreement / issue of purchase orders, towards e-procurement fund in favour of Managing Director, TSTS. 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. 10.00 Lakhs~~

~~Further any clarifications please contact 08744-235558/9 from 10.00 AM to 5.30 PM.~~

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, e-mail. Bidders accepting the request are not permitted to modify the bid.
3. SCCL reserves the right to seek clarifications in respect of the bids from the bidders by letter / e-mail.
4. **NUMBER OF SOURCES & PURCHASE PREFERENCES :**

a. **Number of sources: SINGLE**

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

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

~~In case lead time and delivery schedule indicated in the offer or confirmed by the firm during techno-commercial negotiations before opening the price bid is not meeting the SCCL's desired lead time and delivery schedule as notified in the NIT, SCCL will have right to increase the number of sources till the notified lead and delivery schedule are met, subject to matching with L1 firm's firm'd 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'd up price. In case the Ancillary Unit / Units submitted bid / bids stood L1 or within the number of sources notified in the NIT, the reserved quota share will be over and above the share for which they are eligible as per NIT notification.~~

~~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 as per Clause: 59 of NIT Document.

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 undertaking that the bulk supplies will conform to the approved samples, otherwise the offer is liable for rejection.
12. If the bidder is a manufacturer, he shall submit a copy of valid manufacturing license along with the bid, where ever applicable. Otherwise the offer is liable for rejection.

If the bidder is an authorized dealer, the bidder shall submit copy of valid dealership certificate issued by manufacturer along with the bid. Otherwise, the offer is liable for rejection.
13. In case, the enquired items are to conform to BIS / IS specification(s) as per NIT document, the bidder shall submit a copy of valid BIS / IS license 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, 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 I & II / sample supplied and accepted, if any.~~

- ~~b. All Plant & Machinery and Equipment shall have supplier's Guarantee for material, design, workmanship and performance for a period of 12 months from the date of commissioning or 18 months from the date of dispatch, whichever is earlier.~~
- ~~c. All sub-assemblies shall have supplier's Guarantee for material, design, workmanship and performance for a period of 6 months from the date of commissioning or 12 months from the date of dispatch, whichever is earlier.~~
- ~~d. All spares shall have supplier's warranty for rectification or replacement for any defects in material, design and workmanship noticed within a period of 6 months from the date of fitment or 12 months from the date of dispatch, whichever is earlier.~~
- ~~e. However, if other Guarantee / Warranty period is stipulated in **Annexure I** of NIT Document, the same shall prevail over.~~
- ~~f. The offer submitted with a Guarantee / Warranty less than the period stipulated in NIT document is liable for rejection.~~
- ~~g. Authorized dealers, shall enclose a copy of valid authorization and guarantee / warranty letter regarding quality of material and service & spares support from manufacturer. Otherwise the offer is liable for rejection.~~

20. ELIGIBILITY CRITERIA FOR COMMERCIAL ORDER: As per Annexure-I

ELIGIBILITY CRITERIA:

~~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:

- ~~h) 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.~~
- ~~i) 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.~~
- ~~j) 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.~~
- ~~k) Bidders are required to submit Satisfactory Performance reports for the supplies made against the order copies submitted.~~
- ~~l) 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.~~
- ~~m) 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.~~
- ~~n) 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.~~

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

~~p) 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:

21. EARNEST MONEY DEPOSIT (EMD): APPLICABLE

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.

f. Forfeiture of EMD:

EMD of the Bidder will be forfeited **with inclusive of 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:~~

~~Naini Area Chhendipada /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 Mancherla;
MM — transporters — Godowns at Mandamarri/Mancherla / Bellampalli;
Goleti stores — transporters — Godowns at Mancherla / Bellampalli.~~

~~II. Overseas Supplies~~

~~Bidders shall quote price on FOB / CIF basis only. Loading will be done as mentioned below for evaluation on landed cost basis (i.e. FOR destination basis):~~

~~Computation of Landed cost in case of Import of Goods~~

SI No	Particulars	Basic Customs duty @7.5%		
		FOB		CIF
		Other than USA, Canada, Japan	For USA, Canada, Japan	
1	FOB Price(Cost) C	100	100	
**2	Marine Freight on FOB @ 10% other than USA/12% USA	10	12	
3	Cost + Freight (1+2)	110	112	
**4	Marine Insurance @ 0.035% of (3)	0.039	0.039	
5	CIF value (3+4)	110.039	112.039	100
6	Assessable Value(5)	110.039	112.039	100
*6a	Basic Customs duty on 6	8.253	8.403	7.500
6b	Social welfare surcharge @ 10% on 6a	0.825	0.840	0.750
6c	IGST @ 18% on (6+6a+6b)	21.441	21.831	19.485
7	Taxes on Assessable value (6a+6b+6c)	30.519	31.074	27.735
8	GST on Marine Freight [(2)*5%]	0.500	0.600	-
8A	GST on Marine Insurance premium [(4)*18%]	0.007	0.007	-
9	Sub total (6+7+8+8A)	141.065	143.720	127.735
**9A	Port Handling & other charges @5% on FOB/CIF	5.000	5.000	5.000
9B	GST on Port Handling and other charges [(9A)*18%]	0.900	0.900	0.900
10	Total Cost (9+9A+9B)	146.965	149.620	133.635
11	Less: Input Tax Credit (6c+8+8A+9B)if yes	22.848	23.338	20.385
12	Landed cost Total after ITC (10-11)	124.117	126.282	113.250
	Conversion factor for loading	1.24117	1.26282	1.1325

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.
- 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.
 - iv) During the contractual delivery period / extended delivery period, any upward / downward revision of applicable Taxes / Duties / Cess / Levies or imposition of new taxes / Duties / Cess / Levies as per order is to SCCL’s account to the extent of revision. However, during the extended delivery period with penalty, any upward revision or imposition of new taxes / Duties / Cess / Levies etc. shall be absorbed by bidder.

- v) The supplier may be advised to furnish a declaration every year regarding the turnover limit of Rs.10.00 Crores for payment of TCS.
- vi) The supplier may be advised to furnish a valid TCS certificates for every Quarter with the concerned F&A Dept., to claim TCS credit by the Company. If the supplier fails to do so, the Company may recover the amount of TCS from immediate payments to avoid loss or any other procedure as deemed fit.

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. GMC / AMC), the bidder shall quote charges for the same along with service tax separately.~~

28. SUBMISSION OF BIDS ON FIRM PRICE BASIS:

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

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

29. SCCL PAYMENT TERMS:

I. For Domestic Supplies:

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

~~a. For Capital Items :-~~

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

~~any, will be paid within 30 days of installation & successful commissioning of the equipment.~~

~~b. For Revenue items/ services:~~

~~For regular commercial orders placed on domestic suppliers, 100 % value of the items/services 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.

~~II. For Overseas Supplies:~~

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

~~i) 80% of FOB value of equipment & spares will be released at sight of shipping documents along with DGMS approval if required.~~

~~ii) Balance 20% of FOB value of the equipment along with 100% charges for erection & commissioning of the equipment, if any, will be released after successful erection, commissioning and testing as specified in the order.~~

~~iii) In case of spares, balance 20% payment will be released after receipt and acceptance of the material.~~

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

30. DELIVERY SCHEDULE:

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

ii) In case of overseas suppliers: Bidders must clearly mention lead time required and delivery schedule in the bids for the enquired items. Successful bidder shall supply the enquired items in accordance with lead time and delivery schedule as indicated in the Commercial Bid Format or confirmed during techno commercial negotiations or in accordance with the specified delivery schedule notified in the NIT as consignment wise letter of credit will be opened based on the delivery schedule.

31. LIQUIDATED DAMAGES (LD):

~~In the event of supply not being effected within the contractual delivery schedule, liquidated damages @ 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 networth of ₹ 5,000.00 Crores and above for the previous Financial Year** as mentioned below as per Proforma enclosed (Annexure – VI): However, where value of BG is Rs.5 lakhs and above, the BG should be obtained from the bank branches situated at Hyderabad / Kothagudem or operative and payable at bank branches situated at Hyderabad/ Kothagudem.
 - i) ~~10% of the order value for supply of 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 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 **inclusive of GST.**
 - ii) The amount deducted as mentioned at clause No. 33(f) will be forfeited **inclusive of GST.**

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

34. PRICE FALL CLAUSE:

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

35. RISK PURCHASE CLAUSE:

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

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

36. QUANTITY/PERIOD 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 out rightly. However, if there is a suo-moto reduction from the lowest bidder adjudged on the basis of comparative statement as per price bids before such reduction, the benefit of suo-moto reduction shall be availed of at the time of placement of order on the lowest bidder.

SCCL reserves the right not to accept the lowest bid.

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

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

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

D. INSTRUCTION TO FILL PRICE BID & EVALUATION CRITERIA:

40. BIDDING CURRENCY:

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

41. PRICE BID EVALUATION CRITERIA:

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

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:

42. 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.

43. 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 License** 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.

44. 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.~~

~~45. Material should be booked to the consignee and not to self.~~

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

~~47. Wagon / Lorry loads will be weighed at the Wagon / Lorry weigh bridge of the Collieries and payment made on weights so recorded.~~

~~48. 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.~~

49. 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.

50. 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

51. 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 dispatched after expiry of delivery period without obtaining approval in advance for extension of delivery period.
- iii) Dispatch 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.

52. EXTENSION OF TIME:

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

53. 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 authorized representative thereof, hand over immediately to the Singareni Collieries Co. Ltd., or the authorized representative of the Singareni Collieries co. Ltd., Stores components in possession or custody of the supplier without waiting for the payment of even settlement of any claim already made or intended to be made.

54. 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.

55. 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.

56. 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.

57. 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.

58. 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 endeavors 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

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 Bhadradri-Kothagudem 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.

59. 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.

60. CORRESPONDENCE AFTER PLACING ORDER:

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

61. 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.

62. 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.

63. 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 G.M. Naini Area
The Singareni Collieries Company Ltd.
(A Govt. Company)
Bikash nagar, FCI Road, Turanga,
Dist: Angul, Odisha State
Pin: 759123.**