



**THE SINGARENI COLLIERIES COMPANY LIMITED**  
( A GOVT COMPANY )  
**AREA PURCHASE CELL - RG I**

**P.O GODAVARIKHANI**  
**PIN CODE: 505 209**  
**DISTRICT: PEDDAPALLI, T.S.**

**E-Mail: pd\_rg1@scclmines.com**  
**Telephone: 08728-244254**  
**Fax:08728-244216**

**REVISED NOTICE INVITING TENDER**

Dear Sirs,

**Sub: Procurement of 200ML Butter Milk Packets required for  
MOCP, RG.I Area – Reg.**

-oOo-

We shall be obliged if you will kindly quote your **lowest price and time of delivery for supply of the material** as per list attached herewith.

Enquiry Number	R111800277
Date	31.01.2019
EMD	Rs.3,000/-
Revised Last date for receipt of tender	12.02.2019, 12.00 noon
Revised Date of opening tender	12.02.2019, 3.30 pm
Validity of offer	180 days from the date of opening of the tender

Tenders should be posted in sealed envelop clearly **IN THREE COVER BASIS** superscribed with the subject, enquiry number, due date of opening tender, without which the covers will not be taken for delivery and would be returned to the sender.

Tender to be submitted to:

The General Manager,  
The Singareni Collieries Company Limited,  
Area GM Office, RG.I,  
P.O. Godavarikhani, Dist. Peddapalli,  
Pin: 505 209, Telangana.

**For and on behalf of  
The Singareni Collieries Company Limited,**

**GENERAL MANAGER,  
Ramagundam Area-I**

Encl:

1. Item List /Specifications – Annexure-I.
2. Format for Quotation - Annexure-II.
3. NIT Terms & conditions – Annexure-III.

Enquiry No. R1118O0277, Date: 31.01.2019.

### ITEMS LIST

Item SNo	Description.	Quantity	Unit	RATE/EACH PACKET(Rs)
1	Supply of 200 ml butter Milk packets	40,950	Packet	

DETAILS: a) No.of packets to be supplied per day: 450  
 b) Contract period: 91 days (from 01.4.2018 to 30.06.2018)  
 c) The tenderer should quote one brand only. If quoted more than one brand the firm shall be technically disqualified.

**Make of Butter Milk: Thirumala/Vijaya/Mulkanoor/Jercy/ Priya/Agrigold/ Amul/Heritage/Vaishnavi/Karimnagar Dairy/Dodla/Sangam/NSR.**

#### **SCOPE OF SUPPLY, TERMS & CONDITIONS:**

1. 450 butter milk packets are to be supplied daily to MOCP.RG.I. The butter milk packets shall be hygienic, chilled and in good condition. The butter milk should be served in cool condition.
2. The firm shall quote their price inclusive of transportation charges. The firm shall deliver the packets branded company in good condition at Medapalli OCP site office/Ramagundam every day morning before 11.00AM and 2.00 PM as per the requirement given by user dept.
3. The firm shall submit 3 packets of Butter Milk samples of each brand with firm name to be handed over to SO to GM, RG.I Area before 12 noon on tender opening date.
4. Samples submitted by the firms will be tasted by the committee at opening of the tender and the firms will be qualified /disqualified after tasting the samples.
5. Number of days for the supply of butter milk packets is tentative. It can be reduced/increased by GM.RG.I. AREA based on the summer conditions.
6. Manufacturing and expiry of the butter milk shall be printed on the packet.
7. **Payment terms:** 100% payment will be made through RTGS within 30 days as per the actual quantity supplied and accepted with due certification of project authorities.
8. **Liquidated Damages:** A Penalty of 5% value per packet will be imposed for non-supply of packets as per schedule.
9. Applicable taxes should be quoted separately.
10. Cover containing the quotation should be super scribed with subject enquiry number and due date of opening, otherwise the offer will not be considered.
11. Bottler coolers are to be arranged by the firm at their cost at the service points.
12. After price bid opening L-1 status is same for more than one technically and commercially qualified firm, Draw will be conducted.

13. E.M.D: EMD of **Rs.3000/-** (Rupees Three Thousand Only) is to be submitted along with the Quotation by way of Demand Draft in favour of "**The Singareni Collieries Company Limited, Ramagundam Area-I**" payable at SBI, SCCL Godavarikhani Branch Only. Tender without requisite EMD will not be considered and such tender stands disqualified. EMD of unsuccessful tenderers will be refunded only after finalization of the tender. The EMD paid by the successful tenderer will be converted as security Deposit after awarding the work and the same will be refunded after completion of contract period. The EMD will not bear any interest. Backing out of the tender before or after opening of the tender will entail forfeiture of EMD paid.

14. The above tender is on THREE PART BASIS. Tenderers are requested to submit their bids in original in three covers as mentioned below:

**Part A – Technical offer (in one cover):**

- i) Technical parameters of the material as per the scope of work.

NIT S.No.	Item Description	Technical Specifications	Brand name	Quality	Remarks

**Part B- Commercial terms (in one cover)**

- i) Validity, Delivery period, applicability of taxes and duties, LD penalty, warranty/guarantee, Original DD for EMD of Rs. 3000/-.

**Part C- Price bid (in one cover)**

- i) Basic price quoted PVC formula if any, duty taxes and other commercial terms viz. credit rebate etc. (Please quote the rates in the enclosed format only – Annexure)

S.No.	Description	Brand name	Packet Rate in Rs.	Applicable tax, if any.	Total in Rs.

To avoid inadvertent opening of the cover, all the 3 covers should be distinctly marked with the following on its left hand top corner.

- i) Enquiry Number & date and name & address of the bidder.  
 ii) Cover No. ie., Part-A/ Part-B/Part-C as the case may be and name & address of the bidder.  
 iii) Closing & opening date of the tender and name & address of the bidder.

All the 3 covers are to be individually sealed and superscribed as mentioned above and shall be kept in another sealed cover superscribing enquiry No., due date of the submission of the tenderer and due date of opening of tender and name & address of the bidder.

Part A & B covers will be opened on the due date of the tender opening and Part C cover will be opened after completing technical & commercial evaluation & firming up with NIT conditions with advance intimation to qualified bidders.

**FORMAT FOR QUOTATION**

Date:

To

**The General Manager,  
Singareni Collieries Co. Ltd.  
Ramagundam Area - I**

Dear Sir,

Sub: Supply of 200ml Butter Milk Packets for MOCP.RG.I Area– Reg.

Ref: Enquiry No.R111800277, dated 31.01.2019.

I/We submit my/our acceptance for providing of Butter milk packets to MOCP.RG.I on the following rates.

S.No.	Description	Brand name	Packet Rate in Rs.p	Applicable tax, if any	Total in Rs.p
01.	Butter Milk Packets( <b>200 ML</b> )				

I/We hereby agree to abide by all the terms and conditions mentioned in the NIT.

GST Registration No. \_\_\_\_\_  
(If, not registered, reasons):

TENDERER

SIGNATURE OF THE  
(With Office Seal/Stamp)

**Postal address of contractor**

Name(full) \_\_\_\_\_

H.No.: \_\_\_\_\_ Street:  
\_\_\_\_\_ Town: \_\_\_\_\_

District: \_\_\_\_\_ PIN: \_\_\_\_\_

Mobile No: \_\_\_\_\_ E.mail  
ID. \_\_\_\_\_ PAN: \_\_\_\_\_

## **NIT DOCUMENT**

### **A. GENERAL INSTRUCTIONS:**

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

**a. Number of sources: Single**

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

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

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

Irrespective of the number of sources, 50% of the quantity is reserved for SCCL Ancillary units for the Ancillarized items. The 50% reserved quantity will be distributed among the SCCL Ancillary Units participated in the tender by submitting valid bids, subject to matching with L1 firm's firm'd up price. In case the Ancillary Unit / Units submitted bid / bids stood L1 or within the number of sources notified in the NIT, the reserved quota share will be over and above the share for which they are eligible as per NIT notification.

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

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

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

**No correspondence / disputes will be entertained before placing order and the decision of the SCCL shall be final.**

**7. COMMENCEMENT OF ORDER:**

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

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

8. New entrants for the enquired items shall clearly indicate their manufacturing facilities and technical capabilities to supply the enquired items or to carry out the work. SCCL may inspect the manufacturing facilities of Bidder's for ascertaining the capabilities of the firm to manufacture and supply the quoted items.
9. Bidders are required to quote as per the technical specifications or as per drawings or as per part numbers mentioned in the NIT document. In case of change in part Nos. both old and new part Nos. should be mentioned. Otherwise the offer is liable for rejection.
10. In case, the enquiry is for procurement of Equipment / Plant & Machinery, technical leaflets, General Arrangement drawings, detailed specifications, detailed technical data, illustrated literature etc. shall accompany the bid. Otherwise the offer is liable for rejection.
11. In case, the enquiry is for bulk procurement of Goods / Materials, SCCL may ask the bidders to supply samples to Central Stores, Kothagudem at free of cost on FOR destination basis, well before schedule date of closing of the tender. All samples submitted must be clearly labeled with the supplier's Name, Address and Enquiry Number. The firm shall give an undertaking that the bulk supplies will conform to the approved samples, otherwise the offer is liable for rejection.
12. If the bidder is a manufacturer, he shall submit a copy of valid manufacturing license along with the bid, where ever applicable. Otherwise the offer is liable for rejection. If the bidder is an authorized dealer, the bidder shall submit copy of valid dealership certificate issued by manufacturer along with the bid. Otherwise, the offer is liable for rejection.
13. In case, the enquired items are to conform to BIS / IS specification(s) as per NIT document, the bidder shall submit a copy of valid BIS / IS license and Test Certificates stating that the quoted item(s) are manufactured in accordance with the said specifications.
14. Bidder shall accept the quantity tolerance limit, if any, as per NIT.
15. The approximate weight & Packing dimension of goods offered, wherever required should be mentioned.
16. In case, the Equipment / items enquired require approval of DGMS for use in coal mines, Bidder must submit copy of valid DGMS approval along with offer. Otherwise, the offer is liable for rejection. In case, the validity of DGMS approval is expired, the bidder shall submit documentary proof to the satisfaction of SCCL that the bidder has initiated action for renewal of approval and give an undertaking that copy of valid DGMS approval would be submitted before dispatch of the Equipment / Items to consider the offer.  
However, in case of imported equipment/material, the bidder shall give an undertaking that copy of valid DGMS approval or field trial approval would be submitted before dispatch of equipment/material to consider the offer.
17. ELIGIBILITY FOR SUBMISSION OF BIDS:
  - a. Proven Manufacturers / Authorized dealers are eligible for submission of tenders
  - ~~b. In case of Limited / Nomination enquiry, offers from the firms to whom the enquiry was sent or their authorized dealers only will be accepted.~~
  - e. In case of Open enquiry for procurement of sub assemblies / spares from Original Equipment Manufacturer or Original Equipment Supplier or Original Part Manufacturer or Proven Part Manufacturers, offers from them or their authorized dealers only will be accepted.

**18. INSPECTION CRITERIA:**

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

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

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

**20. ELIGIBILITY CRITERIA FOR COMMERCIAL ORDER:****ELIGIBILITY CRITERIA:**

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

**PROVENNESS CRITERIA:**

- ~~i. 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.~~
- ~~ii. 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.~~
- ~~iii. 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.~~

- iv. Bidders are required to submit Satisfactory Performance reports for the supplies made against the order copies submitted.
- v. In case of supply to Govt. Sector/Public Sector, satisfactory performance report issued by authorized representative of the Company, duly signed and stamped, confirming that the quoted item or similar item of higher specification have performed satisfactorily for a minimum period of 1 year from the date of commissioning of the item shall be considered valid. If the bidder submits two consecutive orders from the same Govt. firm/Public Sector firm/same subsidiary with a gap of 12 months, performance reports will not be insisted.
- vi. 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.
- vii. 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.

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

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

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

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

Bidder shall submit bid along with EMD, ~~unless exempted~~. Bid submitted without EMD will be summarily rejected. The EMD shall be paid in the form of Demand Draft drawn on any



Nationalized / Scheduled Banks located in Ramagundem (presently, State Bank of India / Indian Overseas Bank / Andhra Bank / ICICI Bank / HDFC Bank / Axis Bank in favour of **The Singareni Collieries Company Limited, payable at STATE BANK OF INDIA, SCCL BRANCH, AT GODAVARIKHANI**" PEDDAPALLI District in the State of TELANGANA.

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

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

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

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

~~The following are exempted from submission of EMD:~~

- ~~i) All Government Undertakings.~~
- ~~ii) OEMs, OESs and Foreign manufacturers for supply of spares.~~
- ~~iii) Foreign manufacturers for capital items, if they are Proven Suppliers to SCCL for the enquired items.~~
- ~~iv) Firms registered with Directorate General of Supplies & Disposals (DGS&D) for enquired items.~~
- ~~v) Firms registered under Micro, Small and Medium Enterprises Development (MSMED) Act for enquired items / service. This is applicable for procurement of only items produced and services rendered by MSEs, but not for trading activities.~~
- ~~vi) Ancillary Units / Subsidiaries of SCCL.~~

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

**c. Forfeiture of EMD:**

**EMD of the Bidder will be forfeited 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 or DGS&D registered firm. A copy of valid documentary proof shall be enclosed.
- d. Indicate clearly, whether the bidder is a Manufacturer, Dealer or Trader.
- e. In case of overseas supplies, the country of origin of the materials offered shall be clearly specified.
- f. Banker's Name and address together with Branch Code and IFSC / RTGS Code.
- g. Tax registration and other details to the extent applicable along with documentary evidence. :
  - i) GST Registration. No.
  - ii) IT PAN Registration No

## 24. DELIVERY TERMS

### I. For Domestic Bidders:

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

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

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

### II. ~~Overseas Supplies~~

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

Sl. No.	Particulars	FOB		CIF
		Other than USA, Canada, Japan	For USA, Canada, Japan	-
1	FOB Price(Cost) C	100.0000	100.0000	-
2	Marine Freight on FOB @ 10% other than USA/12% USA	10.0000	12.0000	-
3	Cost + Freight (1+2)	110.0000	112.0000	-
4	Marine Insurance @ 0.035% of (3)	0.0385	0.0392	-
5	CIF value (3+4)	110.0385	112.0392	100.0000
6	Landing charges@1%on CIF	1.1004	1.1204	1.0000
7	Assessable Value(5+6)	111.1389	113.1596	101.0000
7a	Basic duty @10% on 7	11.1139	11.3160	10.1000
7b	Cess @ 3% on 7a	0.3334	0.3395	0.3030
7c	IGST @ 18% on (7+7a+7b)	22.0655	22.4667	20.0525
7d	Compensation Cess, if any	0.0000	0.0000	-
8	Taxes on Assessable value (7a+7b+7c+7d)	33.5128	34.1221	30.4555
9	GST on Marine Freight [(2)*5%]	0.5000	0.6000	-
9A	-GST on discounted Insurance premium [(4)*18%]	0.0069	0.0071	-
10	Sub total (7+8+9+9A)	145.1586	147.8888	131.4555
10A	Port Handling& other charges@5% on FOB/CIF	5.0000	5.0000	5.0000
10B	GST on Port Handling and other charges [(10A)*18%]	0.9000	0.9000	0.9000
11	Sub-Total (10+10A+10B)	151.0586	153.7888	137.3555
12	Less Landing charges(6)	1.1004	1.1204	1.0000
13	Total(11-12)	149.9582	152.6684	136.3555
14	Conversion Factor for loading (13/1)	1.4996	1.5267	1.3636
15	Less: Input Tax Credit (7c+7d+9+9A+10B)if yes	23.4724	23.9738	20.9525
16	Total(13-15)	126.4858	128.6946	115.4030
17	Conversion factor for loading (16/1)	1.2649	1.2869	1.1540

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 BOQ 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.

## 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 by including in the basic price only.~~
- ~~b) When the enquiry / offer are for repairs / maintenance with or without supply of spares (i.e. AMC / CMC), the bidder shall quote charges for the same by including in the basic price only.~~

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

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

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

## 29. SCCL PAYMENT TERMS:

### I. For Domestic Supplies:

Payment will be made by way of RTGS. RTGS charges if any will be to firm's account. If the firms opt for payment through cheque / DD, payment will be made accordingly. DD charges if any will be to firm's account. For RTGS

payment, bidders are advised to indicate their Bank details in their offer. a) Name of the Bank. b) Branch Name. c) Branch Code. d) Account No. e) MICR Code. f) IFSC/RTGS Code.

**a. For Capital Items :**

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

**b. For Revenue items:**

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

**c. Tax retention clause:**

The supplier shall upload his Tax Invoice in the GSTN as per the provisions of the GST Act i.e., by 10<sup>th</sup> 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/CIF value shall be payable by way of an irrevocable divisible and unconfirmed Letter of Credit as mentioned below. Letter of Credit for 100 % FOB/CIF 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/CIF value of equipment & spares will be released at sight of shipping documents along with DGMS approval if required.
- ii) Balance 20% of FOB/CIF value of the equipment along with 100% charges for erection & commissioning of the equipment, if any, will be released after successful erection, commissioning and testing as specified in the order.
- iii) In case of spares, balance 20% payment will be released after receipt and acceptance of the material.

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

**30. DELIVERY SCHEDULE:**

- i) **Bidders must clearly mention lead time required and delivery schedule in the bids for the enquired items. Successful bidder shall supply the enquired items in**

accordance with lead time and delivery schedule as indicated in the Commercial Bid Format or confirmed during techno commercial negotiations.

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

### 31. LIQUIDATED DAMAGES (LD):

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

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

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

### 33. PERFORMANCE BANK GUARANTEE (PBG):

- ~~a. The successful bidder, within one month from the date of receipt of letter of intent / firm order should submit a Consolidated **Bank Guarantee issued by any Public Sector Banks (SBI & Associates and Nationalized banks)** as mentioned below as per Proforma enclosed (Annexure VI): However, where value of BG is Rs.5 lakhs and above, the BG should be obtained from the bank branches situated at Hyderabad / Kothagudem or operative and payable at bank branches situated at Hyderabad/ Kothagudem.~~

- ~~i) 10% of the order value for supply of equipment~~
- ~~ii) 5% of the order value for supply of sub-Assemblies / spares.~~
- ~~iii) 2.5% of the order value per year for supply of sub-assemblies/ spares on rate contract basis.~~
- ~~iv) 10% of consignment wise value in case of overseas supplies where payment is by way of Letter of Credit.~~

- ~~b. The above PBG shall be valid up to 3 months over and above the Guaranty / Warranty period. In case there is a delay in supply of material for whatsoever reason, the Bank Guarantee shall be extended suitably three months before its expiry.~~
- ~~c. In case the firm fails to submit consolidated Performance Bank Guarantee as stipulated in NIT document, consignment wise amount at the rates mentioned as per clause No. 33(a) will be deducted from bills payable to the firm against supplies made.~~
- ~~d. In case the firm fails to fulfill Guarantee / Warranty terms of the order:
 
  - ~~i) The PBG submitted as mentioned at clause No. 33(a) will be invoked inclusive of GST.~~
  - ~~ii) The amount deducted as mentioned at clause No. 33(c) 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 VARIATION:

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

#### 37. UNSOLICITED DISCOUNT:

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



38. If goods are supplied in standard packing, tins, bundles, sets, kits, pairs, clear details as to the contents of each standard packing with particulars like Numbers / weight / capacity and the rate per standard packing should be quoted. In case of pairs, the rate per pair should be quoted. Weights quoted should be in Metric system only.
39. OEM or Manufacturers of sub-assemblies / spares or their authorized dealers while submitting offers shall submit current price list along with the offer.

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

##### 40. BIDDING CURRENCY:

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

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

##### 42. PRICE BID EVALUATION CRITERIA:

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

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

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

#### **GENERAL TERMS & CONDITIONS:**

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

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

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

The Singareni Collieries Co. Ltd. also reserves the right not to seek any such rectification / replacement, but may desire the defective Plant & Machinery, Equipment, Spares, Goods and Material to be removed from the Company's premises and terminate the contract. In such a case the Supplier shall remove the material as aforesaid at their cost and pay to the Singareni Collieries Co. Ltd., any money paid for the cost of Goods in part or full together with interest within a period of 30 days on being informed to do so and in

case of non-compliance by the Suppliers, Company may proceed to recover the same by encashment of performance bank guarantee, recovery from the amounts payable to the firm for supplies made against any other contract/order or recover the same by process of Law. SCCL can also invoke risk purchase clause in such cases.

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

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

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

- a. The contractor shall pay not less than minimum wages to his employees deployed at SCCL site, as revised from time to time under the **Minimum Wages Act**, wherever applicable.
- b. The contractor shall contribute towards Provident Fund for his employees deployed at SCCL site, at the rate as revised from time to time under **The Employees Provident Fund and Misc. Provisions Act-1952**, wherever applicable.
- c. The contractor shall pay bonus as prescribed under payment of **Bonus Act**, wherever applicable, subject to a minimum as per law in the absence of adequate profits.
- d. Without prejudice to the Contractor's liabilities under the General conditions of Contract (GCC), the contractor shall at his own cost and initiative at all times up to the successful completion of the contract take out and maintain Insurance cover from any Nationalized insurance Company in India under the **Employees Compensation Act** and any other Industrial legislation applicable from time to time in the State of TELANGANA providing for payment of compensation to employees in the event of death, injury or accident to employees in the course of or in connection with employment, such policy(ies) in-respect of Employees Compensation, Insurance to be of value of not less than that of amount as per employees compensation act.

Should the contractor fail to take out and / or keep in force insurance as provided for in the foregoing sub-clauses, the owner shall be entitled (but without obligation to do so) to take out and keep in force such insurance(s) at the cost and expenses of the contractor in all respects, and without prejudice to any other rights and remedy of the owner in this behalf to deduct the costs and premium incurred therefore from amount becoming due to contractor from time to time.

- e. The contractor shall obtain **Labour Licence** from Assistant Labour Commissioner (Central) of the area as required and a copy of the same to be submitted to SCCL-

- f. The contractor shall not **Sub- Contract** the work in whole or part without obtaining the prior written consent of SCCL.

The contractor shall, notwithstanding the consent, remain solely liable and responsible to SCCL, for and in-respect of the due performance of the contract and the Vendor's obligations there under.

#### 45. PACKING:

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

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

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

#### 47. DISPATCH DOCUMENTS:

##### a. **Domestic Supplies:**

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

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

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

- i) Duplicate copy of Commercial Invoice / Taxable Invoice
- ii) Packing list / delivery challan
- iii) Original LR / RR
- iv) GST 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) GST Invoice – “Original for buyer”

##### b. ~~Overseas Supplies:~~

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

- ~~i) Certificate of origin.~~
- ~~ii) Commercial invoice.~~
- ~~iii) Packing list.~~

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

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

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

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

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

~~50. DISPATCH TO WRONG DESTINATION:~~

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

~~51. BANK CHARGES:~~

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

~~52. DEMURRAGE / WHARFAGE:~~

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

- ~~i) Violation of the inspection clause.~~
  - ~~ii) Material despatched after expiry of delivery period without obtaining approval in advance for extension of delivery period.~~
  - ~~iii) Despatch of materials not as per schedule / mode of dispatch / approved transporter as per P.O.~~
  - ~~iv) Late receipt of invoice or~~
  - ~~v) Due to violation of any other clause / clauses of the purchase order,~~
- ~~will be to the vendor's account. Supplier would also be responsible for all such payments due to late receipt of RR/LR and other documents. Supplier~~

shall advise the banker to accept payment as made by SCCL after deducting such charges for releasing the documents.

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

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

#### 54. EXTENSION OF TIME:

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

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

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

#### 56. CONSEQUENCES OF BREACH:

##### a. Deliveries:

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

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

Or

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

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

- b. Whenever under this contract, any such money is recoverable from and payable by Supplier, the Singareni Collieries Co. Ltd., shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum due to which at any time thereafter, may become due from the Supplier in this or any other contract. Should this sum be not sufficient to cover the full amount recoverable, the Supplier shall pay to the Singareni Collieries Co. Ltd., on demand the remaining balance. The supplier shall not be entitled to any gain on any such Purchase.
- c. Performance Bank Guarantee will also be forfeited for any breach of contract.

#### 57. LAWS APPLICABLE:

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

#### 58. INDEMNITY:

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

#### 59. ARBITRATION:

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

**In case any dispute / difference is not settled through negotiations, the respective parties can seek remedy through Arbitration only by invoking the same within 120 days of raising of dispute. No disputes shall be referred to civil courts other than through Arbitration.**

- (a) In case of any dispute Sole Arbitrator shall be appointed from the list of 3 judicial officers maintained by SCCL duly following the provisions of Arbitration and conciliation act 1996 as amended from time to time. The list of such names shall be forwarded to the party as and when the party requests for resolving the dispute. Such Judicial Officer as chosen by the party will be appointed by the Chairman & Managing Director to adjudicate the dispute as a Sole Arbitrator. The Arbitrator so appointed shall conduct the proceedings in accordance with the Arbitration & Conciliation Act, 1996 as amended from time to time and pass a reasoned award. Both the parties should bear the cost of the arbitration equally.
- (b) If the Sole Arbitrator appointed by the Chairman & Managing Director of the Singareni Collieries Company Limited is unable to continue as an Arbitrator for any reasons to be recorded in writing and the Chairman & Managing Director of Singareni Collieries Company Limited thinks fit for appointment of a new Arbitrator in the place of existing Arbitrator, he is having a power to do so. Such new Arbitrator shall be appointed following the same procedure as contemplated in (a) above.

- (c) As and when such new Arbitrator is appointed, he can either continue the arbitration proceedings from the stage where the earlier Arbitrator discontinued his proceedings or alternatively the new Arbitrator may start proceedings de novo if the circumstances warrant him to do so.
- (d) Failing to invoke Arbitration Clause within 120 days of dispute (from the date of the raising of the dispute) it is deemed that there is no dispute between the parties. No disputes shall be entertained in any form and on any matter pertaining to contract after expiry of 120 days of the period.

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

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

**61. JURISDICTION:**

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

**62. CORRESPONDENCE AFTER PLACING ORDER:**

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

**63. BRIBES & GIFTS:**

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

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

**For General Manager, RG1**