



THE SINGARENI COLLIERIES COMPANY LIMITED
(A GOVERNMENT COMPANY)
AREA PURCHASE CELL – RG III & APA
CENTENARY COLONY - 505212, (DIST) PEDDAPALLI,
TELANGANA STATE
GST NO: 36AAACT8873F1Z1
Phone: 08728-259936
Fax: 08728-259843 e-mail: pd_rg3@scclmines.com
Company Web site: www.scclmines.com

NOTICE INVITING TENDERS (NIT)

Subject: Outsourcing for Supporting of Longwall gates with cable trusses at LWP3 &LWP4 at ALP mine – Reg.

Kindly quote your lowest price and time of delivery for supplying the material / to carry out the job as per list attached here with.

Enquiry Number : **R3222O0307, Date: 16.12.2022**
Last date for receipt of tender : 22.03.2023 at 12.00PM
Tenders Opening : 22.03.2023 at 3.00PM
Type of Quotation : 3 Part
The Estimated value of the enquiry : Rs.2.00 Crores
EMD : Rs.2,00,000/-
Offer Validity : 180 days from the date of opening of tender
ITC : Applicable

Note:

1. Tender should be posted in sealed registered envelope clearly superscribed with the subject, enquiry number, last date of receipt of tender and date of opening of the tender, without which the covers will not be taken delivery of and would be returned to the sender.
2. Tender to be submitted in duplicate addressed to:-
General Manager, APA,
Area Purchase Cell – RG-III/APA
Singareni Collieries Company Limited,
Centenary Colony, GM Office
P.O. Centenary Colony, Dist: Peddapalli
PIN: 505 212, TELANGANA

For and on behalf of
The Singareni Collieries Company Limited

General Manager, APA
Godavarikhani-505212

SPECIAL TERMS & CONDITIONS

1. **Eligibility criteria:**
 - The contractor should have previous experience in carrying out same/similar works in SCCL/CIL/PSUs/Govt Organizations/Reputed Private originations. Copies of previous experience of same/similar type of works to SCCL/CIL/PSUs/Govt Organizations/ Reputed Private originations shall be enclosed along with the offer, otherwise offer will not be considered. Firms/contractors who are having MOU with firm having previous experience will also be accepted.
2. **Evaluation Criteria:** Bids will be evaluated on Landed Cost Basis duly considering Tax Credits, if any.
3. **Payment:** 100% payment will be made through RTGS once in every 30 days for the actual quantity of work done based on the certification by the ALP mine authorities.
4. **Delivery Schedule:** The Contractor shall commence the work within 60 (sixty) days from the date of receipt of order/or within one week of receipt of material and reaching of men at site whichever is earlier. The firm shall complete the work **within one month** from the date of starting of work.
5. **Price Variation clause:** Prices shall be firm till complete execution of order.
6. **Price Fall Clause:** Contractor shall pass on the benefit to the SCCL on its own, in case the bidder offers same subject work 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 contractor shall pay the amount within 15 days of receipt of the notice, otherwise the amount will be recovered by invoking the security deposit.
7. **Risk Purchase Clause:** In case the contractor fails to do the services prescribed in the order and SCCL is forced to get such services from any other source at a higher price, the supplier shall pay the difference amount to SCCL. The defaulted contractor shall have no claim over the services, which they failed to provide. Additional expenditure if any will be recovered from running bills of defaulted contractor anywhere in the company. In case the running bills amount is not sufficient, the defaulting contractor shall pay the amount within 15 days of receipt of the notice from SCCL. Otherwise the amount will be recovered by invoking the security deposit.
8. **Penalty Clause:**
 - a) **Late commencement of work** :If the firm does not commence the work within 60 days from the date of receipt of order/or within one week of receipt of material and reaching of men at site, whichever is earlier a penalty of Rs.5,000/-per day will be imposed.
 - b) **Late completion of work:** 0.5% per week upto maximum of 10% value of the incomplete unexecuted portion will be imposed, if the work is not complete as per the schedule.

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.

9. **Guarantee/warranty**: Warranty is one year from the date of commission.
10. **Security Deposit**: The successful firm shall submit security deposit for 3% of order value excluding GST in the form of Bank Guarantee (BG)/FDR/Demand Draft drawn in favour of SCCL, within 30 days from the date of receipt of order/LOI.

In case of non submission of security deposit by the contractor within stipulated period as mentioned above, the same shall be recovered from their running bills. The SD will not bear any interest.

Forfeiture of Security deposit: In case, the contractor leaves before the completion of scheduled period without successful completion of work or contract is terminated on account of bidder's fault, the Security Deposit available with SCCL shall be adjusted against the penalties to be levied as per the terms & conditions of the contract.

Refund of Security deposit: Security Deposit shall be refunded only on satisfactory completion of the work, duly certified by the mine authorities.

In case, the contract period is extended with / without applicable penalties, as per the terms and conditions of the contract, the BG submitted against Security Deposit shall be suitably extended so as to cover 6 months beyond the extended period

11. The firm has to execute an agreement bond on non- judicial stamp paper worth of Rs.100/- (Rupees one hundred only) for accepting to all the terms and conditions of the firm order within one month after the date of receipt of the firm order.

12. **OTHER TERMS & CONDITIONS:**

I. In case the order is for service contract/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 pay bonus as prescribed under payment of Bonus Act, wherever applicable, subject to a minimum bonus of 8.33% of minimum wages, as per law in the absence of adequate profits.
- c. 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 **Workmen's Compensation Act** and any other Industrial legislation applicable from time to time in the State of TELANGANA providing for payment of compensation to workmen in the event of accident resulting in death or injury to workmen in the course of or in connection with employment, such policy(ies), in-respect of Workmen Compensation, Insurance to be of value of not less than that of amount as per workmen 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.

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

13. STATUTORY RULES:

- a) The Contractor shall comply with all applicable Rules, Regulations, Acts and permissions etc. issued from time to time for carrying out the subject work viz. Coal Mines Regulations, Mines Rules, Mines Act, Indian Electricity Rules, DGMS permission conditions, Minimum Wages Act, Workmen Compensation Act, Coal Mines Provident Fund Act, Insurance Act, Explosives Act and Environment Act etc. and obtain all statutory licenses, for the safety and welfare of the employees engaged by him to carry out the subject work.
- b) The minimum wages per day, to be paid to the workers as per latest notification issued by Chief Labour Commissioner (central), Government of India w.e.f. 01.04.2022 are furnished below. However, these wages are subject to revision from time to time by Government of India.

Sl. No.	Category	Amount Rs.Ps.
1	Highly	734.00
2	Skilled	625.00
3	Semi	519.00
4	Un-skilled	443.00

The contractor shall pay wages to the employees not less than the wages prescribed under Minimum Wage Act and the payment to the employees shall be made through bank as indicated in the prescribed column of wage sheet. A certificate to this effect issued by the authorized official shall be submitted to PO ALP.

The contractor shall pay bonus as prescribed under payment of Bonus Act, wherever applicable, subject to a minimum bonus of 8.33% of minimum wages, as per law.

The contractor shall pay Underground allowance to all his workmen who are engaged for underground work @9% of minimum wages (Basic plus VDA)

- c) The Contractor shall make necessary arrangements for enrolling all his workmen and staff as the members of the CMPF. He shall deduct the employee's contribution towards CMPF and pension from their wages and deposit along with employer's matching share with the concerned Regional Commissioner, CMPF. A certificate to this effect issued by the authorized official shall be submitted to PO ALP.

The details of present CMPF contribution are furnished hereunder for compliance:

- i. Employee's contribution
 - CM PF @ 12 % of minimum wage (Basic plus VDA)
 - Pension @ 7 % of minimum wage (Basic plus VDA)
- ii. Employer's (Contractors) contribution
 - CM PF @ 12 % of minimum wage (Basic plus VDA)
 - Pension @ 7 % of minimum wage (Basic plus VDA)

Administrative charges @ 0.72% (to be paid by Contractor)

- d) The Contractor shall possess a license as required under Contract Labour (Regulation and abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules 1971 and satisfy all the provisions of the Act.

- e) The Contractor shall follow rules, if any, imposed by local/state/ central authorities.
- f) The Contractor shall indemnify the Company (SCCL) from any liability be falling on SCCL due to any commission/ omission by himself or by his representative or by his employee or by any third party in execution of contract. If SCCL is made liable for such claims by any court or authority, the same shall be reimbursed to SCCL by the Contractor, as if SCCL has paid on their behalf.
- g) During the course of execution of the work, if any accident occurs whether major or minor, the Contractor or his supervisory staff shall inform the same immediately without any delay to the Colliery Manager/ PO ALP, Mine/ GM, APA to take steps in accordance with the Mines Act and other relevant laws. Otherwise, the contractor or his supervisory staff will be prosecuted for violation of the Mines Act and other relevant laws.
- h) Execution of the work with Contract Labour is prohibited vide notification u/s 10(1) Contract Labour (Regulation & Abolition) act S.O. 2063, dated 21.6.88. Hence, the Contractor shall execute the work with his employees/ workmen only. The bidder has to submit an affidavit to that effect along with the tender. (Annexure-V)
- i) The terms and conditions, if any, that will be stipulated from time to time by Government authorities concerned, including DGMS, will be binding on the Contractor.

14. OTHER RESPONSIBILITIES:

i. LIABILITY FOR ACCIDENTS AND DAMAGES:

- a) SCCL will not be responsible for any accident during operation of contract to any workman / staff or anyone deployed/engaged by the Contractor. SCCL shall have no responsibility/ liability whatsoever for compensation payment in case of such accident.
- b) Even though statutory supervision of mining operations is carried out by SCCL, The contractor may take additional steps for the safeguarding the safety of his manpower and equipment in underground mining operations by making his own arrangements.
- c) In case of any damage or loss to their equipment or any injury or loss of life/lives caused by roof fall accident or accident of any nature during underground mining operation , contract shall bear the complete cost of such damage or loss to their equipment or any injury or loss of lives . SCCL shall have no responsibility whatsoever towards such accidents.
- d) The contractor shall take adequate Insurance coverage for payment of any compensation to any workmen / staff of contractor. If the said workman / staff / officers of contractor suffer an injury from any accident arising during the course of operation of Equipment, contractor has to bear the cost of same.

ii. TRAINING AND MEDICAL EXAMINATION OF LABOUR:

The Contractor shall ensure that persons engaged by him for extraction work are sent for medical examination and they should be trained at MVTC, as per the prevailing Vocational Training Rules for Coal Mines, before they are engaged on work. An amount of Rs.15/- per person for training and Rs. 2425/- per person for medical examination would be recovered from the contractor's bills. Contractor should be advised to maintain details of all the persons employed by him in B – register. The Contractor shall not lay a claim on the Company for the employment of such trained labour at any subsequent date.

iii. ADHERENCE TO ALL LABOUR LAWS:

It shall be the responsibility of the Contractor to strictly adhere to the entire requirements under the labour laws and other enactment as may be applicable to labour from time to time.

The Contractor shall possess a licence as required under Contract Labour (Regulation and abolition) Act, 1970 and Contract labour (Regulation and Abolition) Central Rules 1972 and satisfy all the provisions of the Act.

iv. SAFETY OF LABOUR:

Precautions shall be exercised at all times by the Contractor for the protection of all persons engaged by him, Company employees and property. The safety required or recommended by all applicable laws, codes, statutes and regulations, especially with respect to coal mines, shall be observed by the Contractor. In case of accidents, the Contractor shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force and the Contractor shall indemnify the Company against any claim on this account.

ENQUIRY NO. R3222O0307, Date: 16.12.2022

Supporting of Longwall gates with cable trusses at LWP3 &LWP4 at ALP mine

S.No	Description of the work	Qty
1	Supporting of LW gates with cable trusses	100 Nos.

Cable Trusses consists of 3 segments of length 7 mtrs, 7 mtrs and 5.5 mtrs approximately with barrel strip and wedge. Capacity 28T

I. Scope of Work :

1. Scope of work for supporting gate roads (80L, 85L, 86, 91L & 92L) with 100 No's of cable trusses in approximately 200 mtrs (Gallery width & height TG 5.0 x3.3 Mtrs, MG 5.5x3.6mtrs). The quantity may increase or decrease by +/- 20%.
2. Cable Trusses should be anchored at least 2.0 mtrs in stone roof. The firm shall execute the work in Tail gate, main gate for panel-3 and also panel-4.
3. Cable Trusses consists of 3 segments of length 7 mtrs, 7 mtrs and 5.5 mtrs approximately with barrel strip and wedge.
4. **The firm shall quote the price for installation of 1 cable trusses support along with all required accessories and materials. The quote for installation of 1 no cable truss should include total cost i.e material, men, equipment, transportation, installation and all other applicable charges and taxes etc.,**

II. Firm's scope:

1. The firm shall bring all requisite material and equipments etc for installation of cable trusses (i.e., like requisite pneumatic/hydraulic drilling machines for drilling of the holes cutting machines for cutting cable strands for required length, supply cable anchors, strands, resin capsules, barrels and wedges, grout tubes, grout rock magic+/micro fine cement, chemicals, additives etc., Pre-Tensioner unit for pre-tensioning of cable trusses and post grouting process with grout rock magic+/micro fine cement injection by using. for injection and quick setting of grouts and cement by using electro mechanical type or Hydraulic type cement injection pumps (up to 20 bar pressure), drill rods, drill bits, conduits, hoses, couplings, consumable and spares etc).
2. Wet/dry drilling shall be used for drilling of the holes for cable anchors.
3. Cable trusses shall be tightened against the roof with pre-tensioning (25T) & post grouting with grout material to the required setting load as prescribed by the Manager, ALP mine. (The procedure of cable truss system shall be as per suppliers guidelines)
4. The Firm has to follow the support plan issued by the Manager of ALP Mine for installation of cable trusses and conduct the tests for quality of materials. The pattern & density of cable trusses to be installed will be decided by the Manager/ALP Mine

5. Each cable truss shall be marked with identification tag the details & quality of installation shall be maintained and get countersigned by the manager on daily basis.
6. The firm has to submit all the test certificates of cable trusses & accessories, cement/resin before use for every batch of material supplied.
7. Proper stocking and safe guard of material belongs to Firm is the responsibility of Firm.
8. Transport, loading and unloading of Cable stands, anchors with accessories, Resin capsules etc will be Firm's responsibility. For the purpose, the existing transport facility may be extended by SCCL.
9. The Firm shall be bound by all the statutory requirements detailed in various rules, regulations, act and other bylaws etc., pertaining to Coal Mines and CL(R&A) Act of Indian standards presently in vogue. While on duty the workmen supervisory staff belongs to Firm will be governed by the Coal mines Regulation-2017 and obey the Mines Act-1952 and function accordingly. The Firm's responsibility to depute trained persons along with supervisor to do the above works in a safe manner as per statue and he shall provide the Reflective jackets, Dust masks, Gloves & PPE to the workmen. SCCL will provide the MVTC for the persons.
10. The Firm shall provide batch wise testing reports for the material like cable trusses. If required he has to install at suitable place other than gate roadways (i.e., where strata condition permits). SCCL will also under take third party testing batch wise on surface.
11. The Firm shall provide detailed installation procedure and SOP's and Risk assessment before commencing the work.
12. The firm shall commence the work within 60 (sixty) days from the date of receipt of order/or within one week of receipt of material and reaching of men at site whichever is earlier.
13. ***Initially the firm shall start the work for 20 mtrs and after satisfactory report by management only the continuation of work will be allowed.***
14. The firm shall complete the **work within one month** from the date of starting of work.
15. Before commencement of the work the firm should submit the list of work persons along with supervisor.
16. Quantity & Quality of the work done shall be certified by the mine management.
17. A "**Hindrance Register**" shall be maintained by the Project Officer, Adriyala Longwall Project and the Firm at the site to record various hindrances, encountered during the course of the contract execution.

18. The failed cable truss shall not be counted and fresh cable truss shall be installed besides the failed one.

III. SCCL scope:

1. SCCL will provide water and power at free of cost
2. The existing men transport facility may be utilized by the Firm for transport of his manpower.
3. Cap lamps will be provided by SCCL.
4. Statutory supervision is under the scope of SCCL.
5. FBL's tyre mounted vehicles are available for transportation of material up to nearest transportable route, haulage system in the trunk roadways and endless haulage in gate roadways available for transportation of material up to 200m from working place.
6. SCCL will provide the required pneumatic air with 6-8 bar pressure at work place if required. Gas-cutting accessories like O2 cylinder, DA Cylinder shall be provided by the SCCL along with welder for the gas – cutting works.
7. The fabrication or making of trusses with cable strands or anchors with gas cutting or by cutting machine shall be done by the firm if required.
8. SCCL will provide free accommodation in NC type quarters (2 Nos) or 3 Twin Sharing furnished room in SCCL Guest House until the work is completed.

ENQUIRY NO. R3222O0307, Date: 16.12.2022

The Tenderer shall submit their bids in three covers as mentioned below.

Part A – Technical offer (in one cover)

- i. Letter of Bid (annexure-III)
- ii. Order Copies for similar services made to reputed concerns or Govt. Undertakings.
- iii. Performance reports if any.
- iv. NSIC or SSI, ISO certificates along with other documents drawings & specifications.
- v. Any other documents related to their firms.

Part B - Commercial terms (in one cover)

- i. Validity, EMD(DD), delivery period, applicability of taxes and duties, LD penalty, warranty/ guarantee etc as mentioned in below format:

SI No	Commercial Terms of NIT	Acceptance of Bidder
1	Instructions to Bidder (Submission/Evaluation of Bid, etc)	Accepted
2	Bid Validity (180 days from opening of tender)	Accepted
3	Prices clause including Firm price on FOR Destination/FOB	Accepted
4	Submission of Import Document in case of Import & Supply	Accepted
5	Submission of tax invoice	Accepted
6	Applicable Taxes & Duties	Accepted
7	Consignee/Destination Point	Accepted
8	Delivery Schedule (As per annexure-I of NIT)	Accepted
9	Payment Terms (As per annexure-I of NIT)	Accepted
10	Packing	Not applicable
11	Penalty clause (As per annexure-I of NIT)	Accepted
12	Risk Purchase (As per annexure-I of NIT)	Accepted
13	Force Majeure	Accepted
14	Guarantee / Warranty (As per annexure-I of NIT)	Accepted
15	Security Deposit (As per annexure-I of NIT)	Accepted
16	Currency of Bid	(INR)
17	Price Fall clause (As per annexure-I of NIT)	Accepted
18	General Terms and Conditions as per NIT	Accepted

- ii. OTHER COMMERCIAL INFORMATION – Annexure-V (by duly filling all the columns)

Part C – Price bid (in one cover)

Basic price quoted PVC formula if any, duty taxes and other commercial terms viz credit rebate etc.

S.No	Description of the work	Qty	Price per 1 No. (INR)
1	Supporting of LW gates with cable trusses	100 Nos.	

To avoid inadvertent opening of the cover, all the Three 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 i.e., 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 Three covers are to be individually sealed and super scribed as mentioned above and shall be kept in another sealed cover superscribing enquiry No. due date of the submission of the tender and due date of opening of tender and name & address of the bidder.

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

Tenderers are requested to submit their quotations accordingly, otherwise offers shall not be considered and no further correspondence will be entertained.

Format of Letter of Bid (LOB)

LETTER HEAD OF BIDDER

To,
The General Manager (APA)
The Singareni Collieries Company Limited.,
Centenary Colony Post.
Peddapalli District.
PIN - 505212

Sub: Letter of Bid for **Outsourcing for Supporting of Longwall gates with cable trusses at LWP3&LWP4 at ALP mine – Reg.**

Enquiry No. R3222O0307, Date: 16.12.2022

Dear Sirs,

I/We offer to Supply the Material / Provide Service as per our offered rate/price in accordance with the conditions of the NIT document as available in the website.

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

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

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

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 :

THE SINGARENI COLLIERIES COMPANY LIMITED

OTHER COMMERCIAL INFORMATION

Subject of the enquiry: Outsourcing for Supporting of Longwall gates with cable trusses at LWP3&LWP4 at ALP mine.		
Enquiry No. and date: R3222O0307, Date: 16.12.2022		
SI No	Particulars	Details
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)	
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 required to commence the supplies (in weeks)	Immediate
14	Supply Capacity (per month)	

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

NIT DOCUMENT

A. GENERAL INSTRUCTIONS:

1. Bidders are advised to carefully read this NIT Document.
2. SCCL may solicit the bidders consent for extension of the period of validity of the bid and EMD. The request and the responses there to shall be made by letter, fax or e-mail.
3. SCCL reserves the right to seek clarifications in respect of the bids / supporting documents etc. from the bidders by letter / e-mail / fax.
4. **NUMBER OF SOURCES & PURCHASE PREFERENCES :**

a. **Number of sources:**

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

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

~~In case lead time and delivery schedule indicated in the offer or confirmed by the firm during techno-commercial negotiations before opening the price bid is not meeting the SCCL's desired lead time and delivery schedule as notified in the NIT, SCCL will have right to increase the number of sources till the notified lead and delivery schedule are met, subject to matching with L1 firm's firmied 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 firmied 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 the civil court clause mentioned in the NIT documents.

7. **COMMENCEMENT OF ORDER:**

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

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

8. New entrants for the enquired items shall clearly indicate their manufacturing facilities and technical capabilities to supply the enquired items or to carry out the work. SCCL may inspect the manufacturing facilities of Bidder's for ascertaining the capabilities of the firm to manufacture and supply the quoted items.
9. Bidders are required to quote as per the technical specifications or as per drawings or as per part numbers mentioned in the NIT document. In case of change in part Nos. both old and new part Nos. should be mentioned in remarks column. Otherwise the offer is liable for rejection.
10. In case, the enquiry is for procurement of Equipment / Plant & Machinery, technical leaflets, General Arrangement drawings, detailed specifications, detailed technical data, illustrated literature etc. shall accompany the bid. Otherwise the offer is liable for rejection.
11. In case, the enquiry is for bulk procurement of Goods / Materials, SCCL may ask the bidders to supply samples to Central Stores, Kothagudem at free of cost on FOR destination basis, well before schedule date of closing of the tender. All samples submitted must be clearly labeled with the supplier's Name, Address and Enquiry Number. The firm shall give an under taking that the bulk supplies will conform to the approved samples, otherwise the offer is liable for rejection.
12. If the bidder is a manufacturer, in proof of the same the bidder shall submit a copy of valid Manufacturing license/ NSIC/SSI/MSME/Factory/Govt Doc/BIS along with the bid. Otherwise the offer is liable for rejection.

If the bidder is an authorized dealer, the bidder shall submit copy of valid dealership certificate issued by manufacturer with manufacturer's valid manufacturing license/ NSIC/SSI/MSME/Factory/Govt Doc/BIS. Otherwise, the offer is liable for rejection
13. In case, the enquired items are to conform to BIS / IS specification(s) as per NIT document, the bidder shall submit a copy of valid BIS / IS license along with its annexures if any.
14. **Bidder shall accept the quantity tolerance limit, if any, as per NIT.**
15. The approximate weight & Packing dimension of goods offered, wherever required should be mentioned.
16. In case, the Equipment / items enquired require approval of DGMS for use in coal mines, 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 / any certificate / license requested in the NIT is expired, the bidder shall submit documentary proof to

the satisfaction of SCCL that the bidder has initiated action for renewal of approval and give an undertaking that copy of valid DGMS approval / any certificate / license requested in the NIT would be submitted before dispatch of the Equipment / Items to consider the offer.

However, in case of imported equipment/material, the bidder shall give an undertaking that copy of valid DGMS approval or field trial approval would be submitted before dispatch of equipment/material to consider the offer.

17. Bidders shall meet the eligibility criteria as per NIT.

18. **INSPECTION CRITERIA:**

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

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

a. ~~All Plant & Machinery, Equipment, Spares, Goods and Material offered shall be of best quality and workmanship and shall conform to the specifications stipulated in **Annexure II** / sample supplied and accepted, if any.~~

b. ~~All Plant & Machinery and Equipment shall have supplier's Guarantee for material, design, workmanship and performance for a period of 12 months from the date of commissioning or 18 months from the date of dispatch, whichever is earlier.~~

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

PROVENNESS CRITERIA:

- ~~a) The equipment / item to be offered by the bidders' shall be considered proven provided the equipment / item offered or similar equipment / item of higher specification must have been supplied not prior to 7 years from the date of opening of tender to the Mining Industry and / or to the other industries (Private or Government/ Public Sector Undertaking) and performed satisfactorily for a period of not less than one year from the date of commissioning.~~
- ~~b) If the equipment / Item offered is supplied and has been commissioned at SCCL, at least one year prior to the date of publishing of this enquiry, its performance will be considered for evaluation. However, bidders are invariably required to upload the previous order copies of SCCL, if any.~~
- ~~c) The bidders should essentially submit authenticated copies (ink signed and stamped by the original manufacturer) of supply orders received by them for the same /similar equipment / item offered with details.~~
- ~~d) Bidders are required to submit Satisfactory Performance reports for the supplies made against the order copies submitted.~~
- ~~e) In case of supply to Govt. Sector/Public Sector, satisfactory performance report issued by authorized representative of the Company, duly signed and stamped, confirming that the quoted item or similar item of **higher specification** have performed satisfactorily for a minimum period of 1 year from the date of commissioning of the item shall be considered valid. If the bidder submits two consecutive orders from the same Govt. firm/Public Sector firm/same subsidiary with a gap of 12 months from the date of commissioning for equipment and 6 months from the date of supply for the consumables, the performance reports will not be insisted.~~
- ~~f) In case of Private Sector, detailed Satisfactory Performance Report issued by Chief Executive Officer / Director (Head of Operations) / Head of the Project or Mining Unit shall be considered valid. In such cases, the name and designation of the signing authority should be clearly indicated in the Performance report and the reports should be authenticated and stamped by the bidder.~~
- ~~g) In case the bidder is unable to submit performance reports, a self certification duly signed and stamped by the bidder, confirming that the equipment / item offered or similar equipment / item of higher specification, supplied to any Govt. sector / public sector, have performed satisfactorily for a minimum period of 1 year from the date of commissioning of the equipment / item and there are no warranty / guarantee claims pending, shall be considered. Self certification is not acceptable for the supplies made to private firms.~~

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

- ~~h) In case, if at any point of time during procurement process or subsequently, it is detected that the above information given by the bidder regarding performance of the item supplied by them is false, SCCL reserves the full right to take action as deemed fit including rejection of the offer and / or debarring the bidder in SCCL for all future tenders.~~
- ~~i) In case the offered equipment / item or similar equipment / item of higher specification have been supplied by the tenderer or their authorized dealers to SCCL and if such equipment / item has completed required period of performance~~

~~as stipulated above, for the purpose of ascertaining the proven-ness, the performance established in SCCL, as per internal performance reports obtained from user Areas/departments, will 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):

a. Submission of EMD:

Bidder shall submit bid along with EMD, unless exempted. Bidders shall submit valid proofs for EMD exemption.

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 in favour of The Singareni Collieries Company Limited, payable at Ramagundam (GodhavariKhani)-Centenary Colony, Peddapalli Dist. (TELANGANA STATE.).

~~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:

- ii) **All Government Undertakings.**
- iii) **OEM /OES /OPM or their authorized dealers with tender specific authorization for supply of spares & services**
- iv) **Foreign manufacturers for supply of spares and capital items, if they are Proven Suppliers to SCCL for the enquired items.**
- v) **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.**
- 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.

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:

KGM Area stores/Central stores – transporters' godown at Kothagudem;
MNG stores – transporters Go downs at Manuguru;
YLD stores – transporters Godowns at Yellandu;
BHPL – transporters Godowns at Bhoopalpalli;
RG-II Stores, RGII-OC3, RG – III OC1 & RG – III OC2 stores – transporters Godowns at Godavarikhani / Ramagundam;
SRP & STPP stores – transporters Godowns at Mancherial;
MM – transporters Godowns at Mandamarri/Mancherial / Bellampalli;
Goleti stores – transporters Godowns at Mancherial / Bellampalli.

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

Sl. No.	Particulars	Basic Customs duty @7.5%			Basic Customs duty @ 10.0%		
		FOB		CIF	FOB		CIF
		Other than USA, Canada, Japan	For USA, Canada, Japan		Other than USA, Canada, Japan	For USA, Canada, Japan	
1	FOB Price (Cost)-C	100.000	100.000		100.000	100.000	
2	Marine Freight on FOB @ 10% other than USA/12% USA	10.000	12.000	-	10.000	12.000	-
3	Cost + Freight (1+2)	110.000	112.000		110.000	112.000	
4	Marine Insurance @ 0.035% of (3)	0.039	0.039		0.039	0.039	
5	CIF value (3+4)	110.039	112.039	100.000	110.039	112.039	100.000
6	Assessable Value (5)	110.039	112.039	100.000	110.039	112.039	100.000
6a	Basic Customs duty @7.5% on 6	8.253	8.403	7.500	11.004	11.204	10.000
6b	Social welfare surcharge @ 10% on 6a	0.825	0.840	0.750	1.100	1.120	1.000
6c	IGST @ 18% on (6+6a+6b)	21.441	21.831	19.485	21.986	22.385	19.980
7	Taxes on Assessable value (6a+6b+6c)	30.519	31.074	27.735	34.090	34.709	30.980
8	GST on Marine Freight [(2)*5%]	0.500	0.600		0.500	0.600	
8a	GST on Marine Insurance premium [(4)*18%]	0.007	0.007	-	0.007	0.007	-
9	Subtotal (6+7+8+8a)	141.065	143.720	127.735	144.636	147.355	130.980
9a	Port Handling & other charges @5% on FOB/CIF	5.000	5.000	5.000	5.000	5.000	5.000

9b	GST on Port Handling and other charges [(9a)*18%]	0.900	0.900	0.900	0.900	0.900	0.900
10	Total Cost (9+9a+9b)	146.965	149.620	133.635	150.536	153.255	136.880
11	Less: Input Tax Credit (6c+8+8a+9b) if yes	22.848	23.338	20.385	23.393	23.892	20.880
12	Landed cost Total after ITC (10-11)	124.117	126.282	113.250	127.143	129.363	116.000

Customs Duty, IGST, Compensation Cess applicable will depend on the classification of the goods imported (i.e., HSN Code).

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

** 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/INR. In case the bidder quotes in the said foreign currency, the exchange rate in Indian Rupees as on the date of price bid opening will be considered to arrive at the Landed Cost for evaluation.

25. STATUTORY TAXES, DUTIES AND LEVIES ETC. :

a. Goods and Service Tax (GST):

- i) When the offered goods or services or both are subject to GST, the bidder shall clearly mention "GST" Extra, i.e., CGST+SGST+ Compensation Cess (if any) or CGST+UTGST+ Compensation Cess (if any) or IGST+ Compensation Cess (if any) in their bid along with the rate applicable unless exempted. Bids quoted on taxes inclusive basis will be summarily rejected.
- ii) In case of bidders registered under GST, the bidder shall submit a copy of the "Certificate of provisional Registration" i.e., FORM GST REG-25 under GST. The bidder shall however submit a copy of the final "Certificate of Registration" i.e., FORM GST REG-06 after receipt of the same. The bidder shall invariably mention their GST Registration Number (GSTIN) and 4 Digit HSN Code along with description of goods or services or both as per the Goods and Service Tax Act for the enquired items in the Price Bid Format of their offer.
- iii) **In case of unregistered bidders, the bidder shall submit their turnover certificate duly certified by Chartered Accountant for the immediate preceding financial year.**
- iv) In order to enable SCCL to avail Input Tax Credit (ITC), the bidder registered under GST should submit Tax Invoice as per the provisions of GST Act.
- v) In case of bidders who opted for composition levy under GST, the bidder shall submit a copy of the "Certificate of provisional Registration" i.e., FORM GST REG-25 under GST and a copy of the intimation filed in FORM GST CMP-01. The bidder shall however submit a copy of the final "Certificate of Registration" i.e., FORM GST REG-06 after receipt of the same.
- vi) The Composition bidder shall not quote any taxes under GST and his bid is invariably evaluated without taxes under GST.

- vii) The Composition bidder shall submit “Bill of Supply” with the words “Composition taxable person, not eligible to collect tax on Supplies” for the supplies made by him
 - viii) In case, any credit, refund or other benefit is denied or delayed to SCCL due to any non-compliance by the Supplier (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Supplier, the Supplier would reimburse SCCL the loss to SCCL including, but not limited to, the tax loss, interest and penalty.
 - ix) GST rate quoted in price schedule of bidding documents shall be the rate that should be levied by the successful bidder in the invoices. Any deviation from the same shall not be reimbursed by SCCL unless it is due to statutory variations. It is the responsibility of the contractor/supplier to quote the correct applicable rate of GST at the time of bidding. However, in case of change in law or applicable GST rates, applicable tax amount shall be reimbursed by SCCL as per applicable provisions.
- 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) TCS: i) TCS payment will be paid as applicable from time to time.
ii) SCCL PAN: AAAC8873F
iii) Bidder/supplier has to furnish a declaration every year regarding the turnover limit of Rs.10.00 crores for payment of TCS.
iv) The supplier has to furnish a valid TCS certificate 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. CMC / AMC), the bidder shall quote charges for the same along with service tax separately.~~

28. SUBMISSION OF BIDS ON FIRM PRICE BASIS:

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

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

29. SCCL PAYMENT TERMS:

~~I. For Domestic Supplies:~~

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

~~a. For Capital Items :~~

~~For regular commercial orders placed on domestic equipment manufacturers or their authorized dealers, 80% value of the equipment supplied along with 100% Taxes / Duties / Cess / Levies applicable as per terms and conditions of the~~

~~order will be paid within 30 days from the date of receipt and acceptance of material at SCCL stores and balance 20% value of the equipment supplied along with 100% installation & commissioning charges, if any, will be paid within 30 days of installation & successful commissioning of the equipment.~~

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

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

~~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 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.~~

~~Applicable TDS as per GST provisions will be made.~~

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 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.~~

~~— 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.~~

~~c. In case of items being procured with staggered delivery, firms registered as MSME/NSIC/SSI units may submit consignment wise performance bank guarantee along with each supply to respective paying authorities instead of consolidated bank guarantee for total value of the order~~

~~d. In case the firm fails to fulfill Guaranty / 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/PERIOD VARIATION:**

~~i. Tender quantity may vary by +/- 25% before opening of price bid. Bidders should take this into consideration while submitting their offers.~~

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

42. PRICE BID EVALUATION CRITERIA:

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

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

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

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

GENERAL TERMS & CONDITIONS:

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

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

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

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

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

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

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

- e. 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.
- f. 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.
- g. 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.

- h. 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.

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

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

45. **PACKING:**

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

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

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

47. **DISPATCH DOCUMENTS:**

a. **Domestic Supplies:**

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

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

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

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

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

- i) Original Commercial Invoice / Taxable Invoice in duplicate
- ii) Excise Invoice – “Original for buyer”

b. ~~Overseas Supplies:~~

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

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

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

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

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

50. DISPATCH TO WRONG DESTINATION:

Goods dispatched to wrong destinations and names of destinations / Rly. Stations mentioned wrongly, will not be accepted, and any expenses connected thereto, have to

be borne by the Supplier. The Company reserves the right to reject the consignments in such cases.

51. BANK CHARGES:

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

52. DEMURRAGE / WHARFAGE:

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

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

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

53. LIQUIDATED DAMAGES FOR DELAYED SUPPLIES:

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

54. EXTENSION OF TIME:

Extension of delivery period will be granted in case of force majeure conditions. However, without prejudice to the foregoing rights, failure to deliver the goods / material as per schedule have arisen due to any reasonable cause, Singareni Collieries Co. Ltd., may grant extension of the time, provided the Supplier has applied in advance, for extension of Delivery Schedule, stating the reasons thereof on production of documentary proof and in such case levying liquidated damages for delayed deliveries may be waived fully or partly but decision of the Singareni Collieries Co. Ltd., in this matter shall be final. No material should be 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, and shall be entitled to take following action against the Suppliers.

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

Or

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

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

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

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

57. LAWS APPLICABLE:

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

58. INDEMNITY:

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

59. SETTLEMENT OF DISPUTES:

1. Dispute resolution

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

2. Conciliation

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

3. Civil Court

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

60. 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.

61. 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.

62. 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.

63. 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.

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

**G.M (APA)
The Singareni Collieries Company Ltd.
(A Govt. Company)
Centenary Colony,
Godavarikhani - 505212.**