

THE SINGARENI COLLIERIES COMPANY LIMITED  
(A GOVT COMPANY)  
Corporate Purchase Department - Kothagudem

NOTE

NOTE FOR EXTENDING THE DUE DATES:

1. Subject : AMC for 2 units of Nellcor Puritan Bennett Ventilators  
Model: PB 840 and 5 units of Mediana, USA ECG  
Monitormodel: YM412i available at various SCCL  
Hospitals for a period of 2 Years
2. Enq. No & Date : C031800374 Dt:03.12.2018
3. Tender Closing Date : 09.01.2019
4. Tender Opening Date : 09.01.2019
5. No of documents sent to / Purchased firms : 0
6. Revised due date proposed :
- Tender Closing Date : 23.01.2019 BEFORE 10.30 AM
- Tender Opening Date : 23.01.2019 AFTER 11.00 AM

Reasons for extending due dates

ONE OFFER RECEIVED TILL DATE. SECOND TIME POSTPONEMENT TO GET MORE OFFERS.

After approval of this note, intimation will be sent to all the firms to whom the enquiry was sent / sold.

  
GM(MP)

  
GM(PD)  
10/01/19



**THE SINGARENI COLLIERIES COMPANY LIMITED**  
(A GOVERNMENT COMPANY)  
**CORPORATE MATERIAL PROCUREMENT DEPARTMENT**  
**KOTHAGUDEM COLLIERIES P.O – 507101**  
**DIST: BHADRADRI KOTHAGUDEM– TELANGANA (STATE)**  
**CIN: U10102TG1920SGC000571**

**TELEPHONE: 91-08744-243665 - EPABX: 08744-235500**  
**TELE FAX: 91-08744-245651 / 242874; e-mail ID: gm\_pd@scclmines.com.**  
**Company Web site: [www.scclmines.com](http://www.scclmines.com)**

**GST NO: 36AAACT8873F1Z1**

**NOTICE INVITING TENDERS (NIT)**

Sub: **AMC** for 2 units of Nellcor Puritan Bennett Ventilators Model: PB 840 and 5 units of Mediana, USA ECG Monitor model: YM412i available at various SCCL Hospitals for a period of 2 Years and RC for spares for a period of 2 Years.

Enq. No:	C031800374, Dt. 03.12.2018.	Scheduled Date & Time of Closing	23.01.2019 10.30 AM
Number of Sources	Single	Scheduled Date & Time of Opening	23.01.2019 11.00 AM
Mode of enquiry	Open	Mode of Tendering	Two cover
Input Tax Credit	Not Applicable.		

1. Tenders are invited for **AMC** for 2 units of Nellcor Puritan Bennett Ventilators Model: PB 840 and 5 units of Mediana, USA ECG Monitor model: YM412i available at various SCCL Hospitals for a period of 2 Years and RC for spares for a period of 2 Years.
2. *The Approximate value of the enquiry is Rs. 6.0 Lakhs.*
3. *Please quote prices in Annexure-VII (Price Bid) and also submit Annexure I, II, III, IV & V with full details along with signature and Seal of the Firm.*
4. *The offer shall be submitted in one sealed cover as under -  
Price Bid in one sealed cover.  
All other documents in another sealed cover.  
And these two sealed covers shall be kept in another sealed cover.*

**SCCL Helpdesk Numbers for Bis submission:**

**EPBAX Numbers: 08744 – 235558 / 235559 / 235553**

## SPECIAL TERMS & CONDITIONS

- 1). Requisitioned AMC is for Hospital Equipment of SCCL.
- 2) **No. of Sources:** Single Source.
- 3). **Evaluation criteria:** Bids will be evaluated on Landed Cost Basis (AMC charges + spares cost) duly considering Tax Credits, if any. However, the evolution will be made on L1 basis (AMC charges + spares cost).

Landed cost of AMC for each variety of equipment = (Basic price for AMC + taxes) \* No. of units for 2 years.

Total Landed cost of AMC = Total landed cost of AMC of all variety of equipment.

Landed cost of each spare = (Basic price for spares + taxes) \* Quantity.

Total Landed cost of Spares= Total Landed cost of all spares.

L1 will be decided on the lowest value of (Total Landed cost of AMC + Total Landed cost of Spares).

- 4). **SCCL Payment Term:** **A). For AMC:** Payment shall be made **Quarterly** against submission of invoice along with service report duly signed by HOD by respective area finance department. **B). For Supply of Spares:** 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.

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

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

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

- 5) **Performance Bank Guarantee (PBG):** **A). For AMC:** Successful tenderer has to submit a performance bank guarantee issued by any Public Sector Bank (SBI & Associates and Nationalized banks) within one month from the date of receipt order, as per proforma to be supplied by SCCL, for a value of 10% of one year value of order, as a coverage towards performance guarantee and shall be valid 3 months beyond the AMC period and shall be returned back after completion of AMC on production of satisfactory reports. **B). For supply of Spares:** Successful tenderer has to submit a PBG within one month from the date of receipt order, as per proforma to be supplied by SCCL, for a value of 2.5% of one year value of order, as a coverage towards performance guarantee and shall be valid 6 months beyond the ordered period and shall be returned back after completion of warranty and ordered period and on production of satisfactory reports.
- 6) **LD Penalties:** **A). For AMC:** In case of failure to repair the machine within **96** hours after receipt of information, late penalty 1% per week up to maximum of 10% will be levied on AMC charges / month. **B). For supply of Spares:** If the spares are not supplied with in the

accepted lead time, liquidated damages @ 1% of basic price, not by way of penalty, of the value of the material per week of delay or part thereof subject to maximum of 10% is recoverable from the supplier without prejudice to the rights of purchaser to procure the balance material at the risk and cost of the supplier. The payment or deduction of such damages shall not relieve the supplier from the contractual obligation to complete the supply or balance portion there of in time as stipulated in the contract.

7). **EMD: Not applicable.**

8). **ELIGIBILITY CRITERIA:**

Manufacturers based in India or foreign based manufacturers or through their authorized agents and having network facilities which include rebuild, repair and spare part warehouse facilities in India or proven suppliers are eligible to submit their bids. Where bids are submitted by authorized dealers, it is essential that specific authorization from OEM's against each tender indicating Tender Reference Number / model of equipment has to be enclosed, failing which the offer is liable for summary rejection.

**PROVENNESS CRITERIA:**

The requisitioned **Services** to be offered by the tenderer shall be considered proven provided that the offered services must have been rendered in the past to the Mining Industry and / or to the other industries (Private, Corporate or Government Hospitals) order copy placed by any Private, Corporate or Government Hospitals during the last 5 years to be enclosed as a proof.

SCCL reserves the right to obtain internal performance reports from user departments / Areas of SCCL and evaluate bids accordingly.

In case, if at any point of time during procurement process or subsequently, it is detected that the above information and / or self certification given by the bidder (original equipment manufacturer) regarding performance of the equipment 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.

9). "TDS will be made as per applicable rates as per GST Act".

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**Technical Specifications****I. Requisitioned AMC Plant details:**

Item of Requisition	Short Text	Unit of Measure	Quantity Requested	Plant
1	Nellcor Puritan Bennett Ventilators	NOS	1	Central Stores
2	Mediana, USA ECG Monitor model	NOS	1	Central Stores
3	Nellcor Puritan Bennett Ventilators	NOS	1	BHP Area Stores
4	Mediana, USA ECG Monitor model	NOS	1	BHP Area Stores
5	Mediana, USA ECG Monitor model	NOS	1	YLD Area Stores
6	Mediana, USA ECG Monitor model	NOS	1	RG-II Area Stores
7	Mediana, USA ECG Monitor model	NOS	1	BPA Area Stores

**NOTE:** The below mentioned **items** are not cover under AMC and the approximate value for the below mentioned items will be Rs. 4.0 Lakhs for 2 Years for procurement of the items as and when required. The same will be incorporated in price bid for obtaining the quotations.

S. No.	Segment	Spare part Description	Qty
1	Accessories	Neonatal Expiratory Filter Disposable	1
2	Accessories	Neonatal Exp. Filter Adaptor	1
3	Accessories	Reusable Inspiratory Filter	1
4	Accessories	Reusable Expiratory Filter RX800	1
5	Accessories	Drain Vial Assy	1
6	Spares	Power Supply	1
7	Spares	Inspiratory Electronics PCB	1
8	Spares	O2/Air Inspiratory Flow Sensor	1
9	Spares	Expiratory Flow Sensor	1
10	Spares	Air/O2 Pressure Solenoid Valve	1
11	Spares	Safytvalve Assembly	1
12	Spares	Oxygen Sensor	1
13	Spares	Inspiratory Auto Zero Solenoid	1
14	Spares	O2 Regulator	1
15	Spares	Air Regulator	1
16	Spares	Air Inlet Filter Element	1
17	Spares	O2 Inlet Filter Element	1
18	Spares	Air Inlet Drain Vail Assy Water Trap	1
19	Spares	O2 Bowel Filter Oxygen	1
20	Spares	Exhalation Valve Assy	1
21	Spares	Exhalation Auto Zero Solenoid	1
22	Spares	BDU PCB	1
23	Spares	Analog Interface PCB	1
24	Spares	Mother Board	1
25	Spares	Key Board Assy	1
26	Spares	GUI CPU PCB	1

27	Spares	Touch Frame PCB	1
28	Spares	GUI Speaker Alarm	1
29	Spares	Housing Assembly (Back)	1
30	Spares	Front Housing Assembly	1
31	Spares	Key Board Cable Assembly	1
32	Spares	Key Board assy	1
33	Spares	Touch Frame Cable Assembly	1
34	Spares	GUI LED PCB Assembly	1
35	Spares	GUI & BDU Cable 3 feet	1
36	Spares	BPS - PCB	1
37	Spares	Battery Assembly	1
38	Spares	Flex Arm	1
39	Spares	Compressor PCB	1
40	Spares	Compressor Air in take filter	1
41	Spares	Filter Outlet for PB Compressor	1
42	Spares	A/C Filter(Capacitor) for PB Compressor	1
43	Spares	Power cord	1

**2). Scope of work and AMC Terms:**

Sl. No.	Description.	Firms response	REMARKS
1	The Maintenance Contract is valid for a period of 2 years from the date of commencement.	Agree	
2	During contract period preventive maintenance visits should be arranged per year equally spaced.	Agree	
3	Apart from Preventive maintenance visits, firm should send technical personnel to attend any no. of break down calls at no extra cost. Break down calls will not be counted as maintenance visits.	Agree	
4	The service contract must include preventive maintenance, breakdown repairs, cost of labour, replacement of spares etc., at free of cost.	Agree	
5	During the contract period, the firm should ensure that 95% of uptime for the equipment and in the event of breakdown, the machines should be made up within a period of <b>96</b> hours after receipt of information.	Agree	
6	Break down calls should be attended by a technically competent person within <b>72</b> hours on receipt of complaint.	Agree	
7	During the contract period Firm's service person should attend for calibration of the equipment once in every 6 months.	Agree	

8	Log book should be maintained by the firm for the machines under AMC to record maintenance & repair activities. Firm's representative should get the log book signed by the in-charge of the equipment at every visit.	Agree	
9	On the scheduled visits, the machine should be thoroughly examined, repaired and serviced. The effect of wear & tear should be rectified. It should be adjusted and tested for accuracy.	Agree	
10	If it is required to service the equipment at firm's workshop, free service should be extended. SCCL shall arrange for to and fro transportation and insurance for the equipment.	Agree	
11	Firm should accept responsibility for personnel injury and damages to property if caused by firm's neglect or negligence of their Service Engineers.	Agree	
12	Any compensation to be paid for accidents / injuries to firm's personnel should be paid by firm and the SCCL remains absolved of the responsibility of payment of such compensation.	Agree	
13	Travelling and other charges of bidder's Service Engineers are included in the scope of AMC contract.	Agree	

**Format of Letter of Bid (LOB)**

To,  
**The General Manager (MP)**  
The Singareni Collieries Company Limited.,  
Kothagudem Post.  
Bhadradi Kothagudem District.  
PIN - 507101

Sub: Letter of Bid for **AMC** for 2 units of Nellcor Puritan Bennett Ventilators Model: PB 840 and 5 units of Mediana, USA ECG Monitor model: YM412i available at various SCCL Hospitals for a period of 2 Years and RC for spares for a period of 2 Years.

Enquiry No: *C031800374, Dt. 03.12.2018.*

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 **OR** Authorised person of bidder)

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



## ANNEXURE –IV

Sub : **AMC** for 2 units of Nellcor Puritan Bennett Ventilators Model: PB 840 and 5 units of Mediana, USA ECG Monitor model: YM412i available at various SCCL Hospitals for a period of 2 Years and RC for spares for a period of 2 Years.

Enquiry No : C031800374, Dt. 03.12.2018.

Acceptance of Commercial terms and conditions by the Bidder.

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

Signature of the Bidder

Seal of the Firm

THE SINGARENI COLLIERIES COMPANY LIMITED

**OTHER COMMERCIAL INFORMATION**

<b>Subject of the enquiry: AMC for 2 units of Nellcor Puritan Bennett Ventilators Model: PB 840 and 5 units of Mediana, USA ECG Monitor model: YM412i available at various SCCL Hospitals for a period of 2 Years and RC for spares for a period of 2 Years.</b>			
<b>Enquiry No. and date: C031800374, Dt. 03.12.2018.</b>			
<b>SI No</b>	<b>Particulars</b>	<b>Details</b>	<b>Remarks, if any</b>
1	Details of EMD (if applicable)		
2	<b>Proof of being Manufacturer (for tendered item)</b>		
3	<b>Type of Registration (SSI/NSIC/DGS&amp;D etc.)</b>		
(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)		
<b>5</b>	<b>GST Details</b>		
(a)	GST Registration No.		
(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		
<b>9</b>	<b>Payment details (for EFT)</b>		
(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	<b>MSME (Applicable/Not Applicable)</b>		
(a)	If applicable, indicate Registration No. & Registering Authority		
11	Vendor Code of the bidder (if registered in SCCL)		
12	Firm prices: (The prices quoted are FIRM On FOR Destination basis)	The prices quoted are FIRM On FOR Destination basis	
13	Lead time required to commence the supplies (in weeks)		
14	Supply Capacity (per month)		

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

(to be submitted on the letter head)

**PRICE BID**

**SUB: AMC** for 2 units of Nellcor Puritan Bennett Ventilators Model: PB 840 and 5 units of Mediana, USA ECG Monitor model: YM412i available at various SCCL Hospitals for a period of 2 Years and RC for spares for a period of 2 Years.

ENQ. NO: C031800374, Dt. 03.12.2018.

**FIRM NAME:****GST NO:**

Bidders are requested to quote **Basic Price per Unite per Year** and relevant taxes for AMC:

Sl. No.	Item Description	Item wise HSN/SAC Codes	BASIC RATE PER UNIT PER YEAR	IGST	CGST + SGST	REMARKS
1	AMC for Nellcor Puritan Bennett Ventilators					
2	AMC for Mediana, USA ECG Monitor model					

Consumables / Spares for the above equipment which are not covered under AMC:

Sl. No.	Item Description		Item wise HSN/SAC Codes	BASIC RATE PER UNIT	IGST	CGST + SGST	REMARKS
	Segment	Description					
1	Accessories	Neonatal Expiratory Filter Disposable					
2	Accessories	Neonatal Exp. Filter Adaptor					
3	Accessories	Reusable Inspiratory Filter					
4	Accessories	Reusable Expiratory Filter RX800					
5	Accessories	Drain Vial Assy					
6	Spares	Power Supply					
7	Spares	Inspiratory Electronics PCB					
8	Spares	O2/Air Inspiratory Flow Sensor					
9	Spares	Expiratory Flow Sensor					
10	Spares	Air/O2 Pressure Solenoid Valve					
11	Spares	Safytvalve Assembly					

12	Spares	Oxygen Sensor					
13	Spares	Inspiratory Auto Zero Solenoid					
14	Spares	O2 Regulator					
15	Spares	Air Regulator					
16	Spares	Air Inlet Filter Element					
17	Spares	O2 Inlet Filter Element					
18	Spares	Air Inlet Drain Vail Assy Water Trap					
19	Spares	O2 Bowel Filter Oxygen					
20	Spares	Exhalation Valve Assy					
21	Spares	Exhalation Auto Zero Solenoid					
22	Spares	BDU PCB					
23	Spares	Analog Interface PCB					
24	Spares	Mother Board					
25	Spares	Key Board Assy					
26	Spares	GUI CPU PCB					
27	Spares	Touch Frame PCB					
28	Spares	GUI Speaker Alarm					
29	Spares	Housing Assembly (Back)					
30	Spares	Front Housing Assembly					
31	Spares	Key Board Cable Assembly					
32	Spares	Key Board assy					
33	Spares	Touch Frame Cable Assembly					
34	Spares	GUI LED PCB Assembly					
35	Spares	GUI & BDU Cable 3 feet					
36	Spares	BPS - PCB					
37	Spares	Battery Assembly					
38	Spares	Flex Arm					
39	Spares	Compressor PCB					
40	Spares	Compressor Air in take filter					
41	Spares	Filter Outlet for PB Compressor					
42	Spares	A/C Filter(Capacitor) for PB Compressor					
43	Spares	Power cord					

**DECLARATION CERTIFICATE**

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

i) I/We .....Partner/Legal Attorney/Proprietor / Accredited Representative of M/s..... declare that we are submitting our tender for the supply of materials vide our offer No..... dated .....

ii) The contents of the offer given after fully understanding and all information furnished by me / us are correct and true and complete in every respect.

iii) All documents/credentials submitted along with the tender are genuine, authentic, true and valid.

iv) If any information or document submitted is found to be false / incorrect, the said offer shall be considered absolutely null & void and action as deemed fit may be taken against me / us including termination of the contract, forfeiture of all dues including EMD/Security Deposit and blacklisting of my / our firm and all partners of the firm as per provisions of Law.”

Date

Signature of the Tenderer

Seal of the Firm

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**NON-BANNING OR DELISTING CERTIFICATE:**

Our firm has not been suspended banned or de-listed by any Government or Quasi-Government agencies or PSU's.

Date

Signature of the Tenderer

Seal of the Firm

# **NIT DOCUMENT**

## **A. GENERAL INSTRUCTIONS:**

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

## **4. NUMBER OF SOURCES & PURCHASE PREFERENCES:**

### **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 firm'd up price (on landed cost basis) by qualified L2, L3, L4 firms and so on. However, SCCL reserves the right to place order for the entire quantity on the L1 firm.

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

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

## **2. 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.

## **3. CORRESPONDENCE / DISPUTES DURING ENQUIRY STAGE:**

No correspondence / disputes will be entertained before placing order and the decision of the SCCL shall be final. In case of any dispute, after placement of order / contract, the matter will be referred to Arbitration in accordance with the Indian Arbitration Act.

#### **4. 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:**

5. 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.
6. Bidders are required to quote as per the technical specifications or as per drawings or as per part numbers mentioned in the NIT document. In case of change in part Nos. both old and new part Nos. should be mentioned. Otherwise the offer is liable for rejection.
7. 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.
8. In case, the enquiry is for bulk procurement of Goods / Materials, SCCL may ask the bidders to supply samples to Central Stores, Kothagudem at free of cost on FOR destination basis, well before schedule date of closing of the tender. All samples submitted must be clearly labeled with the supplier's Name, Address and Enquiry Number. The firm shall give an undertaking that the bulk supplies will conform to the approved samples, otherwise the offer is liable for rejection.
9. If the bidder is a manufacturer, he shall submit a copy of valid manufacturing license along with the bid, where ever applicable. Otherwise the offer is liable for rejection.  
If the bidder is an authorized dealer, the bidder shall submit copy of valid dealership certificate issued by manufacturer along with the bid. Otherwise, the offer is liable for rejection.
10. In case, the enquired items are to conform to BIS / IS specification(s) as per NIT document, the bidder shall submit a copy of valid BIS / IS license and Test Certificates stating that the quoted item(s) are manufactured in accordance with the said specifications.
11. Bidder shall accept the quantity tolerance limit, if any, as per NIT.
12. The approximate weight & Packing dimension of goods offered, wherever required should be mentioned.
13. 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.
14. **ELIGIBILITY FOR SUBMISSION OF BIDS:**
  - a. Proven Manufacturers / Authorized dealers are eligible for submission of tenders
  - b. In case of Limited / Nomination enquiry, offers from the firms to whom the enquiry was sent or their authorized dealers only will be accepted.
  - c. In case of Open enquiry for procurement of sub assemblies / spares from Original Equipment Manufacturer or Original Equipment Supplier or Original Part Manufacturer or Proven Part Manufacturers, offers from them or their authorized dealers only-will be accepted.
15. **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.
16. **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.

**17. ~~ELIGIBILITY CRITERIA FOR COMMERCIAL ORDER: (Refer Special terms and Conditions)~~**

**ELIGIBILITY CRITERIA:**

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

**PROVENNESS CRITERIA:**

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



~~guarantee claims pending, shall be considered. Self-certification is not acceptable for the supplies made to private firms.~~

**~~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:**

**18. EARNEST MONEY DEPOSIT (EMD):**

**a. Submission of EMD:**

It is mandatory for all participant bidders to electronically pay EMD Online by utilizing the "Payment Gateway Service on E-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking/NEFT payment modes through ICICI Bank and/or Axis Bank Payment Gateways to facilitate the transaction. This is in compliance as per G.O. Ms. No. 14 Dated: 18-09-2017. A GST of 18.00% + Bank charges on the transaction amount payable to TSTS 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 EProcurement 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.

**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 atleast 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 Un Successful Bidder**

- i) The bid is declared unsuccessful, under the following circumstances.
- ii) Bid submitted by the bidder is not the lowest bid.
- iii) Upon Finalization of the L1 Bid.
- iv) Technical / Commercial Disqualification of the Bid.

- v) EMD paid but bid not submitted
- vi) 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.
- vii) EMD of unsuccessful bidders will be refunded immediately by TSTS after the bidder is declared unsuccessful.

**For Successful Bidder:**

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

**d. Note Regarding EMD Refunds:**

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

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

**e. Exemption for submission of EMD:**

The following are exempted from submission of EMD:

- i) All Government Undertakings.
- ii) OEMs, OESs and Foreign manufacturers for supply of spares.
- iii) Foreign manufacturers for capital items, if they are Proven Suppliers to SCCL for the enquired items.
- iv) Firms registered with Directorate General of Supplies & Disposals (DGS&D) for enquired items.
- v) Firms registered under Micro, Small and Medium Enterprises Development (MSMED) Act for enquired items. 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.

**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.

**19. 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.

**20. BIDDER'S DETAILS:**

Bidder shall furnish the following information:

- a. Name and address, Phone number, Fax number, e-mail ID and Name of the contact person.

- b. Indicate clearly, the constitution of the bidder i.e., Sole Proprietorship, Partnership, limited liability company etc., together with names of proprietor, partners and directors respectively.
- c. Indicate clearly, if it is a Government company, MSME or SCCL ancillary unit or DGS&D registered firm. A copy of valid documentary proof shall be enclosed.
- d. Indicate clearly, whether the bidder is a Manufacturer, Dealer or Trader.
- e. In case of overseas supplies, the country of origin of the materials offered shall be clearly specified.
- f. Banker's Name and address together with Branch Code and IFSC / RTGS Code.
- g. Tax registration and other details to the extent applicable along with documentary evidence. :
- GST Registration No
  - IT PAN Registration No
  - Turnover certificate duly certified by CA incase of unregistered bidder
  - Certificate of provisional registration (Regulation 25) in case of composite bidder.

## 21. 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

### 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%		
		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	100.0000	100.0000		100.0000	100.0000	
**2	Marine Frieght on FOB @ 10% other than USA/12% USA	10.0000	12.0000		10.0000	12.0000	
3	Cost + Freight (1+2)	110.0000	112.0000		110.0000	112.0000	
**4	Marine Insurance @ 0.035% of (3)	0.0385	0.0392		0.0385	0.0392	
5	CIF value (3+4)	110.0385	112.0392	100.0000	110.0385	112.0392	100.0000
6	Landing charges@1%on CIF	1.1004	1.1204	1.0000	1.1004	1.1204	1.0000
7	Assessable Value(5+6)	111.1389	113.1596	101.0000	111.1389	113.1596	101.0000
*7a	Basic Customs duty @7.5% on 7	8.3354	8.4870	7.5750	11.1139	11.3160	10.1000
7b	E. Cess & S.H.E.Cess @ 3% on 7a	0.2501	0.2546	0.2273	0.3334	0.3395	0.3030
*7c	IGST @ 18% on (7+7a+7b)	21.5504	21.9422	19.5844	22.0655	22.4667	20.0525
*7d	Compensation Cess, if any	-	-	-	-	-	-
8	Taxes on Assessable value (7a+7b+7c+7d)	30.1359	30.6838	27.3867	33.5128	34.1221	30.4555
9	GST on Marine Freight [(2)*5%]	0.5000	0.6000		0.5000	0.6000	
9A	GST on Marine Insurance premium [(4)*18%]	0.0069	0.0071		0.0069	0.0071	
10	Sub total (7+8+9+9A)	141.7817	144.4504	128.3867	145.1586	147.8888	131.4555
**1 0A	Port Handling& other charges@5% on FOB/CIF	5.0000	5.0000	5.0000	5.0000	5.0000	5.0000
10B	GST on Port Handling and other charges [(10A)*18%]	0.9000	0.9000	0.9000	0.9000	0.9000	0.9000
11	Sub-Total (10+10A+10B)	147.6817	150.3504	134.2867	151.0586	153.7888	137.3555
12	Less Landing charges(6)	1.1004	1.1204	1.0000	1.1004	1.1204	1.0000
13	Total(11-12)	146.5813	149.2300	133.2867	149.9582	152.6684	136.3555

14	Conversion Factor for loading (13/1)	1.4658	1.4923	1.3329	1.4996	1.5267	1.3636
15	Less: Input Tax Credit (7c+7d+9+9A+10B)if yes	22.9573	23.4493	20.4844	23.4724	23.9738	20.9525
16	<b>Total(13-15)</b>	<b>123.6240</b>	<b>125.7808</b>	<b>112.8023</b>	<b>126.4858</b>	<b>128.6946</b>	<b>115.4030</b>
17	Conversion factor for loading (16/1)	1.2362	1.2578	1.1280	1.2649	1.2869	1.1540

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. 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.

## 22. STATUTORY TAXES, DUTIES AND LEVIES ETC. :

### a. Goods and Service Tax (GST):

- i) When the offered goods or services or both are subject to GST, the bidder shall clearly mention "GST" Extra, i.e., CGST+SGST+ Compensation Cess (if any) or CGST+UTGST+ Compensation Cess (if any) or IGST+ Compensation Cess (if any) in their bid along with the rate applicable unless exempted. Bids quoted on taxes inclusive basis will be summarily rejected.
  - ii) In case of bidders registered under GST, the bidder shall submit a copy of the "Certificate of provisional Registration" i.e., FORM GST REG-25 under GST. The bidder shall however submit a copy of the final "Certificate of Registration" i.e., FORM GST REG-06 after receipt of the same. The bidder shall invariably mention their GST Registration Number (GSTIN) and 4 Digit HSN Code along with description of goods or services or both as per the Goods and Service Tax Act for the enquired items in the Price Bid Format of their offer.
  - iii) In case of unregistered bidders, the bidder shall submit their turnover certificate duly certified by Chartered Accountant for the immediate preceding financial year.
  - iv) In order to enable SCCL to avail Input Tax Credit (ITC), the bidder registered under GST should submit Tax Invoice as per the provisions of GST Act.
  - v) In case of bidders who opted for composition levy under GST, the bidder shall submit a copy of the "Certificate of provisional Registration" i.e., FORM GST REG-25 under GST and a copy of the intimation filed in FORM GST CMP-01. The bidder shall however submit a copy of the final "Certificate of Registration" i.e., FORM GST REG-06 after receipt of the same.
  - vi) The Composition bidder shall not quote any taxes under GST and his bid is invariably evaluated without taxes under GST.
  - vii) The Composition bidder shall submit "Bill of Supply" with the words "Composition taxable person, not eligible to collect tax on Supplies" for the supplies made by him
  - viii) In case, any credit, refund or other benefit is denied or delayed to SCCL due to any non-compliance by the Supplier (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Supplier, the Supplier would reimburse SCCL the loss to SCCL including, but not limited to, the tax loss, interest and penalty.
- b. Customs Duty (CD), Integrated Goods and Service Tax(IGST), Compensation Cess, if applicable:

CD, IGST, Compensation Cess, if leviable, are applicable for overseas supplies. However, the bidder has to quote on FOB/CIF price basis only. For like to like comparison, loading will be done by SCCL as per the applicable rates.

**c. Royalty:**

Bidders shall mention Royalty details and shall also enclose valid Mining Lease granted to them or to their principal suppliers, where ever required.

**d. Any other Taxes / Duties applicable:**

- i) If any Taxes / Duties / Cess / Levies other than those mentioned above are applicable as per the law of the land prevailing as on the date of submission of bid, the bidder shall clearly mention them along with rates applicable rates. Otherwise the same will be to the bidder's account.
- ii) In case new Taxes / Duties / Cess / Levies are introduced after submission of the bids, but before opening the price bids, the bidder shall bring to the notice of the SCCL in writing about such changes for loading and evaluating the status, otherwise, the same will be to the bidder's account.
- iii) In case, the bidder mentions that any / all, Taxes / Duties / Cess / Levies are not applicable and if applicable during the order validity period, the same shall be absorbed by the bidder.
- iv) During the contractual delivery period / extended delivery period, any upward / downward revision of applicable Taxes / Duties / Cess / Levies or imposition of new taxes / Duties / Cess / Levies as per order is to SCCL's account to the extent of revision. However, during the extended delivery period with penalty, any upward revision or imposition of new taxes / Duties / Cess / Levies etc. shall be absorbed by bidder.

**23. 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.

**24. 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.

**25. 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.

## 26. SCCL PAYMENT TERMS:

### I. For Domestic Supplies:

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

#### a. For Capital Items :

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

#### b. For Revenue items:

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

#### c. Tax retention clause:

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

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

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

### II. For Overseas Supplies:

100% FOB 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)

## 27. 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.

## 28. LIQUIDATED DAMAGES (LD):

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

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

## 29. FORCE MAJEURE CONDITIONS:

**Force Majeure conditions means the interruptions caused to supplies or works due to:**

- a) Any riots or civil commotion.
- b) Any war or hostilities.
- c) Any natural calamities such as earthquake, Flood, Tempest and other natural and physical disasters.
- d) Any accident by the fire or explosion.
- e) Any law and order proclamation, regulation/ordinance affecting the production /dispatch of the goods.
- f) Power failures.
- g) International sanctions / embargo.

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

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

## 30. PERFORMANCE BANK GUARANTEE (PBG):

- a. The successful bidder, within one month from the date of receipt of letter of intent / firm order should submit a Consolidated **Bank Guarantee issued by any Public Sector Banks (SBI & Associates and Nationalized banks)** as mentioned below as per Proforma enclosed (Annexure – VI): However, where value of BG is Rs.5 lakhs and above, the BG should be obtained from the bank branches situated at Hyderabad / Kothagudem or operative and payable at bank branches situated at Hyderabad/ Kothagudem.
  - i) 10% of the order value for supply of equipment
  - ii) 5% of the order value for supply of sub-Assemblies / spares.
  - iii) 2.5% of the order value per year for supply of sub-assemblies/ spares on rate contract basis.
  - iv) 10% of consignment wise value in case of overseas supplies where payment is by way of Letter of Credit.
- b. The above PBG shall be valid up to 3 months over and above the Guaranty / Warranty period. In case there is a delay in supply of material for whatsoever reason, the Bank Guarantee shall be extended suitably three months before its expiry.
- c. In case the firm fails to submit consolidated Performance Bank Guarantee as stipulated in NIT document, consignment wise amount at the rates mentioned as per clause No. 33(a) will be deducted from bills payable to the firm against supplies made.
- d. In case the firm fails to fulfill 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).



**31. 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.*

**32. 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.*

**33. QUANTITY VARIATION:**

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

**34. 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.*

**35.** *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.*

**36.** *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:**

**37. 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.*

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

**39. PRICE BID EVALUATION CRITERIA:**

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

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

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



## **GENERAL TERMS & CONDITIONS:**

### **40. 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.

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

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

Should the contractor fail to take out and / or keep in force insurance as provided for in the foregoing sub-clauses, the owner shall be entitled (but without obligation to do so) to take out and keep in force such insurance(s) at the cost and expenses of the contractor in all respects, and without prejudice to any

other rights and remedy of the owner in this behalf to deduct the costs and premium incurred therefore from amount becoming due to contractor from time to time.

- e. The contractor shall obtain **Labour Licence** from Assistant Labour Commissioner (Central) of the area as required and a copy of the same to be submitted to SCCL-
- f. The contractor shall not **Sub- Contract** the work in whole or part without obtaining the prior written consent of SCCL.

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

#### **42. 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.

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

#### **44. DISPATCH DOCUMENTS:**

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

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

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

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

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

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

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

##### **b. Overseas Supplies:**

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

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

- C. In case, the imported consignments are supplied by the Indian dealer in addition to the documents mentioned above, the dealer shall submit:
- Valid authorisation letter from their principal's
  - Valid import license
  - Importer's invoice.
  - Bill of entry, evidencing import.

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

46. 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.

**47. 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.

**48. BANK CHARGES:**

- 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.
- 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.

**49. 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:

- Violation of the inspection clause.
- Material despatched after expiry of delivery period without obtaining approval in advance for extension of delivery period.
- Despatch of materials not as per schedule / mode of dispatch / approved transporter as per P.O.
- Late receipt of invoice or
- 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.

**50. 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.

**51. 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.

**52. 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.

**53. CONSEQUENCES OF BREACH:**

**a. Deliveries:**

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

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

Or

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

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

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

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

**54. 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.

**55. 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.

## **56. ARBITRATION:**

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

- (a) *In case of any dispute Sole Arbitrator shall be appointed from the list of 3 judicial officers maintained by SCCL duly following the provisions of Arbitration and conciliation act 1996 as amended from time to time. The list of such names shall be forwarded to the party as and when the party requests for resolving the dispute. Such Judicial Officer as chosen by the party will be appointed by the Chairman & Managing Director to adjudicate the dispute as a Sole Arbitrator. The Arbitrator so appointed shall conduct the proceedings in accordance with the Arbitration & Conciliation Act, 1996 as amended from time to time and pass a reasoned award. Both the parties should bear the cost of the arbitration equally.*
- (b) *If the Sole Arbitrator appointed by the Chairman & Managing Director of the Singareni Collieries Company Limited is unable to continue as an Arbitrator for any reasons to be recorded in writing and the Chairman & Managing Director of Singareni Collieries Company Limited thinks fit for appointment of a new Arbitrator in the place of existing Arbitrator, he is having a power to do so. Such new Arbitrator shall be appointed following the same procedure as contemplated in (a) above.*
- (c) *As and when such new Arbitrator is appointed, he can either continue the arbitration proceedings from the stage where the earlier Arbitrator discontinued his proceedings or alternatively the new Arbitrator may start proceedings de novo if the circumstances warrant him to do so.*
- (d) *Failing to invoke Arbitration Clause within 120 days of dispute (from the date of the raising of the dispute) it is deemed that there is no dispute between the parties. No disputes shall be entertained in any form and on any matter pertaining to contract after expiry of 120 days of the period.*

## **57. WORK AND PAYMENT DURING ARBITRATION:**

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

## **58. CORRESPONDENCE AFTER PLACING ORDER:**

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

## **59. BRIBES & GIFTS:**

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

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

***For G.M. (Material Procurement)  
The Singareni Collieries Company Ltd.  
(A Govt. Company)  
Kothagudem Collieries - 507 101.***

**PERFORMANCE BANK GUARANTEE**

In consideration of the Singareni Collieries Company Limited, Kothagudem Collieries P.O. PIN Code-507101, Bhadradri Kothagudem District (Telangana State) having agreed as per their order No. \_\_\_\_\_ to accept \_\_\_\_% Bank guarantee before making payment to make up the value of the equipment for the due fulfillment of the contract as per the terms and conditions contained in the order on production of performance bond in the shape of Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).

We, the Bankers, ( \_\_\_\_\_ ) through our Regional Office at \_\_\_\_\_ for and on behalf of our constituents M/s. \_\_\_\_\_ hereby execute this Bank Guarantee undertake to indemnify The Singareni Collieries Company Limited, Kothagudem Collieries P.O. PIN Code. 507101, Bhadradri Kothagudem District (Telangana State) to the extent of Rs. \_\_\_\_\_ against satisfactory performance of the equipment to the Singareni Collieries Company Limited, Kothagudem Collieries P.O. PIN Code – 507 101, Bhadradri Kothagudem District (Telangana State) or their assignee by reason of any breach of terms by the supplier or as contained vide the terms of the accepted supply order, during the period of \_\_\_\_ months from the date of dispatch or \_\_\_\_ months from the date of commissioning whichever is earlier, are fulfilled for the good unto order.

We, the Bankers \_\_\_\_\_ further agree that this performance guarantee therein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and that it will continue to be enforceable till the dues of the Singareni Collieries Company Limited, Kothagudem Collieries P.O. PIN Code –507101, Bhadradri Kothagudem District (Telangana State) under or by virtue of the contract have been fully paid up and their claims fully satisfied or discharged, till the Singareni Collieries Company Limited, Kothagudem Collieries Post Office PIN Code 507 101, Bhadradri Kothagudem District (Telangana State) or their assignee certifies that the terms and conditions of the tender have been fully and properly carried out by the contractor and accordingly discharged this guarantee subject however, that the Singareni Collieries Company Limited, Kothagudem Collieries Post Office, PIN Code – 507101, Bhadradri Kothagudem District (Telangana State) or their assignee shall have no rights under this performance Bank guarantee after expiry of \_\_\_\_ months from the date of its execution i.e., up to \_\_\_\_\_.

And we (The Bank) hereby undertake to pay any claim under the Bank Guarantee on mere demand without any demur to the Company without any reference to the supplier a sum not exceeding Rs. \_\_\_\_\_ for non-fulfilment of any of the terms and conditions of the contract by the supplier.

We, \_\_\_\_\_ (The Bank) further agree that if the demand is made by the Company for honouring the bank guarantee constituted by these presents we \_\_\_\_\_ (Bank) have no right to decline the same for any reason whatsoever and shall pay the amount without any demur within immediately from the date of such demand.

The very fact that we \_\_\_\_\_ (The Bank) decline or fail or neglect to honour the bank guarantee in any manner whatsoever is a sufficient reason for the company to enforce the bank guarantee unconditionally without any reference to the said supplier.

We \_\_\_\_\_ (The Bank) further agree that a mere demand by the company is sufficient for us to pay the amount covered by the bank guarantee in the manner and within the time aforesaid without reference to the supplier and no protest by the said supplier can be a valid ground for us to decline or fail or neglect to make payment to the company in the manner within the time aforesaid.

We \_\_\_\_\_ (The Bank) undertake not to revoke this guarantee during its currency except with the previous consent of the SCCL in writing.

The guarantee shall remain in force for a period of \_\_\_\_ months from the date of dispatch or \_\_\_\_ months from the date of commissioning whichever is earlier, in period of time subject to further that the company shall have no right under this bond after the expiry of the above period from the date of execution and we \_\_\_\_\_ (The Bank) shall be relieved and discharged from all liabilities under this guarantee thereafter.

The above Bank Guarantee is operational for all purpose at our \_\_\_\_\_ Branch, Hyderabad / Kothagudem and We are liable to pay the Guaranteed amount or any part thereof under this guarantee at our \_\_\_\_\_ Branch, Hyderabad / Kothagudem.

Contact details of the Banker:

Postal Address:

Phone & Fax Number:

Mail-Id :