



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

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GST NO: 36AAACT8873F1Z1

NOTICE INVITING TENDERS (NIT)

Sub: Procurement of Resin Coated Sand for use at Central work shop Kothagudem.

Enquiry Number	C0518O0528, DT: 16.03.2019	<i>Scheduled Date & Time of Closing</i>	Date:14.06.2019 Time:5.00 AM
Number of Sources	Single		
Mode of enquiry	Open	<i>Scheduled Date & Time of Opening</i>	Date:15.06.2019 Time:11.00 AM
Mode of Tendering	Two cover (Pre- Qualification & Commercial Bid)		
Input Tax Credit	Applicable		

Tenders are invited **Procurement of Resin Coated Sand for use at Central work shop Kothagudem.**

1. The Estimated value of the enquired items is ₹ 18 Lakhs.
2. The Estimated value of the enquired subject item is ₹ 18.00 Lakhs. Bidders quoting for the items shall submit bid with EMD value of 1% of quoted value Rs18000/- and EMD in original in the form of Demand Draft is to be submitted to G.M (MP), SCCL, Kothagudem. Scanned copy of the same shall be attached in e-procurement portal while submitting the bid. (Pl. refer EMD clause at para No.21).
3. The original Demand Draft against EMD should reach the Office of GM (MP), SCCL, Kothagudem within three working days after last date of submission of bid, otherwise the tender shall be treated as non-responsive (For other details Pl. refer EMD clause at para No. 21).
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

NIT DOCUMENT

A. GENERAL INSTRUCTIONS:

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

4. NUMBER OF SOURCES & PURCHASE PREFERENCES :

a) No. of sources: Single

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

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

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

- #### **b. Purchase Preference:** ~~Whenever the enquiry is for placing order on two sources, if Government undertakings / SCCL subsidiaries participated in the enquiry, do not stand L1, first priority will be given to Government Undertakings / SCCL Subsidiaries to match with L1 firm's firm'd up price (on landed cost basis) for deciding the second source irrespective of their status. In case the Government Undertakings / SCCL subsidiaries, matches with L1 firm's firm'd up price (on landed cost basis), the distribution will be as follows:-~~

~~For Two Sources:~~

- i) ~~L1 bidder : Government Companies : 60:40~~
- ii) ~~L1 bidder : SCCL subsidiaries : 50:50~~

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

5. **RIGHT TO REJECT THE OFFERS / CANCEL THE TENDER:** SCCL reserves the right to reject any or all the offers without assigning any reason and to cancel the tender at any stage before release of order / award of contract. The decision taken by SCCL in this regard shall be final.
6. **CORRESPONDENCE / DISPUTES DURING ENQUIRY STAGE:** No correspondence / disputes will be entertained before placing order and the decision of the SCCL shall be final. In case of any dispute, after placement of order / contract, the matter will be referred to Arbitration in accordance with the Indian Arbitration Act. Failing which, any dispute or difference or any matter arising out of Contract or purchase order or incidental there to under this enquiry, shall be subject to jurisdiction of Competent Court at Bhadradri Kothagudem District in Telangana alone and not at any other place.

Status of tender submitted can be viewed in system track as detailed here under.

Visit www.scclmines.com → ERP Customer/ Vendor report

Please mail to erpvendors_reg@scclmines.com for registration, vendor registration / user changes to view SCCL ERP MM module related to web reports (enquiry status). (Specify your vendor code & e-mail ID) → Login with user ID & Password sent by system generated mail.

- 7. ACCEPTANCE OF ORDER:** The vendor shall return a copy of the purchase order and the other enclosed documents duly signed as a token of acceptance, within 15 days from the date of receipt of this order. In case, no such acceptance is communicated / received by the SCCL, it will be presumed that the order has been accepted.

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

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

If the bidder is an authorized dealer, the bidder shall submit copy of valid dealership certificate issued by manufacturer along with the bid. Otherwise, the offer is liable for rejection.

13. In case, the enquired items are to conform to BIS / IS specification(s) as per NIT document, the bidder shall submit a copy of valid BIS / IS license and Test Certificates stating that the quoted item(s) are manufactured in accordance with the said specifications.
14. Bidder shall accept the quantity tolerance limit, if any, as per NIT.
15. The approximate weight & Packing dimension of goods offered, wherever required should be mentioned.
16. ~~In case, the Equipment / items enquired require approval of DGMS for use in coal mines, Bidder must submit copy of valid DGMS approval along with offer. Otherwise, the offer is liable for rejection. In case, the validity of DGMS approval is expired, the bidder shall submit documentary proof to the satisfaction of SCCL that the bidder has initiated action for renewal of approval and give an undertaking that copy of valid DGMS approval would be submitted before dispatch of the Equipment / Items to consider the offer.~~

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

17. ELIGIBILITY FOR SUBMISSION OF BIDS:

- a. Manufacturers / Authorized dealers / proven suppliers / traders 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.

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

19. QUALITY, WORKMANSHIP AND GUARANTEE / WARRANTY:

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

20. ELIGIBILITY CRITERIA FOR COMMERCIAL ORDER: Please see in Annexure I

ELIGIBILITY CRITERIA:

Manufacturers based in India and foreign based manufacturers or through their authorized agents and having network facilities which include rebuild, repair and spare part warehouse facilities in India 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 equipment to be offered by the tenderer shall be considered proven provided the type and model of the equipment offered must have been supplied in the past 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.

Satisfactory Performance reports shall be submitted by the tenderer for the type and model of equipment offered. In case of supply to Govt. Sector/Public Sector, satisfactory performance report issued by authorized representative of the Company shall be considered valid. 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 and the performance report should have been issued before the publication of this tender. 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 tenderer.

The bidders should submit authenticated copies (ink signed and stamped by the original equipment manufacturer) of supply orders (received by them)/customers list with details as mentioned above. FAILURE TO SUBMIT THE ABOVE DOCUMENTS MAY RENDER A TENDER UNACCEPTABLE.

~~—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.~~

SCCL reserves right to obtain internal performance reports from user department and evaluate bids accordingly.

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

21. EARNEST MONEY DEPOSIT (EMD):

a. Submission of EMD:

Bidder shall submit bid along with EMD, unless exempted. Bid submitted without EMD will be summarily rejected. The EMD shall be paid in the form of Demand Draft drawn on any Nationalized / Scheduled Banks located in Kothagudem (presently, State Bank of India / State Bank of Hyderabad / Indian Overseas Bank / Andhra Bank / Vijaya Bank / ICICI Bank / HDFC Bank / ING Vysya Bank/ Axis Bank/ Karur Vysya Bank/ Bank of Baroda/ Central Bank of India/ Syndicate Bank/ Canara Bank/ Kotak Mahendra Bank) in favour of The Singareni Collieries Company Limited, payable at Kothagudem, Bhasradri Kothagudem Dist. (Telangana.). Scanned copy of the Demand Draft is to be uploaded in the e-portal along with the bid, other wise the bid is liable for rejection. Original DD should reach the office of G.M/MP, The Singareni Collieries Company Ltd. Regd. Office, Kothagudem 507101 (Telangana) with in 3 working days after last date of submission of bid, otherwise the tender shall be treated as non responsive.

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

b. Exemption for submission of EMD:

The following are exempted from submission of EMD:

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

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

c. Forfeiture of EMD:

EMD of the Bidder will be forfeited in the following circumstances:

- i) Withdraws the offer during validity / extended validity period.

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

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

23. BIDDER'S DETAILS:

Bidder shall furnish the following information:

- a. Name and address, Phone number, Fax number, e-mail ID and Name of the contact person.
- b. Indicate clearly, the constitution of the bidder i.e., Sole Proprietorship, Partnership, limited liability company etc., together with names of proprietor, partners and directors respectively.
- c. Indicate clearly, if it is a Government company, MSME or SCCL ancillary unit or DGS&D registered firm. A copy of valid documentary proof shall be enclosed.
- d. Indicate clearly, whether the bidder is a Manufacturer, Dealer or Trader.
- e. In case of overseas supplies, the country of origin of the materials offered shall be clearly specified.
- f. Banker's Name and address together with Branch Code and IFSC / RTGS Code.
- g. Tax registration and other details to the extent applicable along with documentary evidence. :
 - i) TIN Registration No.
 - ii) TOT Registration No.
 - iii) CST Registration. No.
 - iv) Central Excise Registration No.
 - v) Service Tax Registration No.
 - vi) IT PAN Registration No

24. DELIVERY TERMS

I. For Domestic Bidders:

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

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

The safe arrival of stores at destination shall be the responsibility of the supplier. Prices quoted must be FIRM till delivery; otherwise the offer will be rejected. The bidder should quote their unit rate on FOR (Free on Road / Rail) destination basis as per the requirement of BOQ (Sheet for Domestic Bidder) with break-up e.g. (i) Basic Ex-works 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).~~

~~Loadings for evaluation of Landed cost for materials attracting Basic Customs Duty @ 7.5%~~

Sl. No.	Particulars	FOB		CIF
		Other than USA, Canada Japan	For USA, Canada Japan	
-	-			
1	FOB Price(Cost)-C	100	100	-
2	Marine Freight on FOB @ 10% otherthanUSA/ 12% USA	10.00	12.00	-
3	Cost + Freight (1+2)	110.00	112.00	-

4	Marine Insur 0.068875% on (100+12=112+15.68 i.e. Service charge 14% on 112) (112+15.68=127.68x0.068875%= 0.0879396)	0.0864	0.0879	-
5	CIF value	110.0864	112.0879	100.0000
6	Landing charges@1%on CIF	1.101	1.121	1.000
7	Assessable Value(5+6)	111.187	113.209	101.000
7a	Basic duty @7.5% on 7	8.339	8.491	7.575
7b	CVD 12.5% on (7+7a)	14.941	15.212	13.572
7c	Customs Edn.Cess @3% on 7a+7b	0.6984	0.7111	0.6344
7d	Addl.Duty @4% on 7+7a+7b+7c	5.407	5.505	4.911
8	Customs Duty @29.441%% on Assessable Value of (7a+7b+7c+7d)	29.385	29.919	26.693
9	Service charge on discounted Insurance premium C&F =112x0.068875%x14%	0.0106	0.0108	-
10	Sub total (7+8+9+)	140.583	143.139	127.693
10A	Port Handling, Inland Freight & other charges@5% on FOB/CIF	5.00	5.00	5.00
11	Sub Total (10+10A)	145.583	148.139	132.693
12	Less Landing charges(6)	1.101	1.121	1.000
13	Total(11-12)	144.482	147.018	131.693
13a	Swach Bharat cess @0.5% on Marine insurance premium C&F(S.No.4) = 112*0.5%*0.068875%=0.0004 & Swach Bharat cess @0.5% on discounted insurance premium C&F(S.No.9) = 112*0.5%*0.068875%=0.0004	0.001	0.001	-
14	Total	144.483	147.019	131.693
15	Conversion Factor for loading (14/1)	1.445	1.470	1.317
16	Less: Cenvat Credit (7b+7d+9)if yes	20.358	20.728	18.483
17	Total(13-15)	124.125	126.290	113.209
18	Conversion factor for loading (17/1)	1.241	1.263	1.132

Note: If the basic custom duty is considered @10%, the conversion factor for loading will be 1.26998, 1.26291 & _____ respectively.

Bidder may quote in Euro / USD / AUD/ GBP / Yen. In case the bidder quotes in the said foreign currency, the exchange rate in Indian Rupees as on the date of price bid opening will be considered to arrive at the Landed Cost for evaluation.

25. STATUTORY TAXES, DUTIES AND LEVIES ETC.:

a. Goods and Service Tax (GST):

- i) When the offered goods or services or both are subject to GST, the bidder shall clearly mention "GST" Extra, i.e., CGST+SGST+ Compensation Cess (if any) or CGST+UTGST+ Compensation Cess (if any) or IGST+ Compensation Cess (if any) in their bid along with the rate applicable unless exempted. Bids quoted on taxes inclusive basis will be summarily rejected.
- ii) In case of bidders registered under GST, the bidder shall submit a copy of the "Certificate of provisional Registration" i.e., FORM GST REG-25 under

GST. The bidder shall however submit a copy of the final "Certificate of Registration" i.e., FORM GST REG-06 after receipt of the same. The bidder shall invariably mention their GST Registration Number (GSTIN) and 4 Digit HSN Code along with description of goods or services or both as per the Goods and Service Tax Act for the enquired items in the Price Bid Format of their offer.

- iii) In case of unregistered bidders, the bidder shall submit their turnover certificate duly certified by Chartered Accountant for the immediate preceding financial year.
 - iv) In order to enable SCCL to avail Input Tax Credit (ITC), the bidder registered under GST should submit Tax Invoice as per the provisions of GST Act.
 - v) In case of bidders who opted for composition levy under GST, the bidder shall submit a copy of the "Certificate of provisional Registration" i.e., FORM GST REG-25 under GST and a copy of the intimation filed in FORM GST CMP-01. The bidder shall however submit a copy of the final "Certificate of Registration" i.e., FORM GST REG-06 after receipt of the same.
 - vi) The Composition bidder shall not quote any taxes under GST and his bid is invariably evaluated without taxes under GST.
 - vii) The Composition bidder shall submit "Bill of Supply" with the words "Composition taxable person, not eligible to collect tax on Supplies" for the supplies made by him
 - viii) In case, any credit, refund or other benefit is denied or delayed to SCCL due to any non-compliance by the Supplier (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Supplier, the Supplier would reimburse SCCL the loss to SCCL including, but not limited to, the tax loss, interest and penalty.
- b. Customs Duty (CD), Integrated Goods and Service Tax(IGST), Compensation Cess, if applicable:
CD, IGST, Compensation Cess, if leviable, are applicable for overseas supplies. However, the bidder has to quote on FOB/CIF price basis only. For like to like comparison, loading will be done by SCCL as per the applicable rates.
- c. Royalty:**
Bidders shall mention Royalty details and shall also enclose valid Mining Lease granted to them or to their principal suppliers, where ever required.
- d. Any other Taxes / Duties applicable:**
- i) If any Taxes / Duties / Cess / Levies other than those mentioned above are applicable as per the law of the land prevailing as on the date of submission of bid, the bidder shall clearly mention them along with rates applicable rates. Otherwise the same will be to the bidder's account.
 - ii) In case new Taxes / Duties / Cess / Levies are introduced after submission of the bids, but before opening the price bids, the bidder shall bring to the notice of the SCCL in writing about such changes for loading and evaluating the status, otherwise, the same will be to the bidder's account.

- iii) In case, the bidder mentions that any / all, Taxes / Duties / Cess / Levies are not applicable and if applicable during the order validity period, the same shall be absorbed by the bidder.
- iv) During the contractual delivery period / extended delivery period, any upward / downward revision of applicable Taxes / Duties / Cess / Levies or imposition of new taxes / Duties / Cess / Levies as per order is to SCCL's account to the extent of revision. However, during the extended delivery period with penalty, any upward revision or imposition of new taxes / Duties / Cess / Levies etc. shall be absorbed by bidder.

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) : AAACT8873F

- 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. AMC / CMC), 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.

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 the 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 :**~~

- ~~i) **For Commercial Orders:** 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:

- i) **For Commercial Orders:** 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.
- ii) **Tax retention clause:**
The supplier shall upload his Tax Invoice in the GSTN as per the provisions of the GST Act i.e., by 10th of the month subsequent to the month in which "Time of Supply" arises.
In respect of orders where the entire order quantity is executed through a single Tax Invoice and if the "Tax Invoice" is not uploaded within the time limits prescribed under GST Act, the amount of tax contained in the Invoice will be withheld by SCCL till such time the invoice is uploaded in the GSTN Portal.
In respect of orders where the entire order quantity is executed in phased manner through multiple invoices or where staggered payment is made, if the "Tax Invoice" is not uploaded within the time limits prescribed under GST Act, the tax amount will be withheld from the payment made against subsequent Invoice till such time the invoice is uploaded. The final payment is subject to compliance of all formalities under GST by the supplier.

II. ~~For Overseas Supplies:~~

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

~~a. **For Commercial Orders:**~~

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

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

30. DELIVERY SCHEDULE: 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.

31. LIQUIDATED DAMAGES (LD):

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

Recovery of any claim towards LD charges, penalty, fee, fine or any other charges from the supplier / vendor will be made along with applicable GST and the amount shall be adjusted with the payment to be made to the supplier / vendor against their bill/invoice or 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 strike or lockout.
- f) Any law and order proclamation, regulation/ordinance affecting the production /dispatch of the goods.
- g) Power failures.
- 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 Public Sector Banks (SBI & Associates and Nationalized banks)** as mentioned below as per Proforma enclosed to order. 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.~~
- 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.
 ii) The amount deducted as mentioned at clause No. 33(c) will be forfeited.

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.

35. 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.

36. 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.

37. 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.

38. 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:

39. **BIDDING CURRENCY:** Bidders shall submit price bid format in Annexure-III 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.~~

40. 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.

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

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

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

GENERAL TERMS & CONDITIONS:

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

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

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

The Singareni Collieries Co. Ltd. also reserves the right not to seek any such rectification / replacement, but may desire the defective Plant & Machinery, Equipment, Spares, Goods and Material to be removed from the Company's premises and terminate the contract. In such a case the Supplier shall remove the material as aforesaid at their cost and pay to the Singareni Collieries Co. Ltd., any money paid for

the cost of Goods in part or full together with interest within a period of 30 days on being informed to do so and in case of non-compliance by the Suppliers, Company may proceed to recover the same by encashment of performance bank guarantee, recovery from the amounts payable to the firm for supplies made against any other contract/order or recover the same by process of Law. SCCL can also invoke risk purchase clause in such cases.

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

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

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

- ~~a. The contractor shall pay not less than minimum wages to his employees deployed at SCCL site, as revised from time to time under the **Minimum Wages Act**, wherever applicable.~~
- ~~b. The contractor shall contribute towards Provident Fund for his employees deployed at SCCL site, at the rate as revised from time to time under **The Employees Provident Fund and Misc. Provisions Act-1952**, wherever applicable.~~
- ~~c. The contractor shall pay bonus as prescribed under payment of **Bonus Act**, wherever applicable, subject to a minimum as per law in the absence of adequate profits.~~
- ~~d. Without prejudice to the Contractor's liabilities under the General conditions of Contract (GCC), the contractor shall at his own cost and initiative at all times up to the successful completion of the contract take out and maintain Insurance cover from any Nationalized insurance Company in India under the **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 death, injury or accident 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.~~
- ~~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 and assignment, remain solely liable and responsible to SCCL, for and in respect of the due performance of the contract and the Vendor's obligations there under.~~

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

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

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

46. DISPATCH DOCUMENTS:

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

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

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

- i) Duplicate copy of Commercial Invoice / Taxable Invoice
 - ii) Packing list / delivery challan
 - iii) Original LR / RR
 - iv) Excise invoice – “Duplicate for transporter”
 - v) Copies of Test certificates
 - vi) Relevant valid IS Certificates
 - vii) Drawings, Operating & Maintenance manuals, wherever applicable.
- The following documents are to be submitted along with each consignment to AGM(F&A) / DGM(F&A) of respective areas.

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

~~b. **Overseas Supplies:**~~

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

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

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

- ~~a) Valid authorisation letter from their principal's~~
- ~~b) Valid import license~~
- ~~c) Importer's invoice.~~

d) ~~Bill of entry, evidencing import.~~

47. Wagon / Lorry loads will be weighed at the Wagon / Lorry weigh bridge of the Collieries and payment made on weights so recorded.
48. Goods must be booked at Railway's / Transporters Risk wherever possible so that open delivery may be taken and claims, if any, put up to the Railway for shortage or breakages which will also be intimated to the Suppliers. If Railway Receipt contains defective endorsement, the buyer retains the right to hold the supplier responsible for any shortage or damages. Against materials booked at owner's risk, if shortages or breakages are noted, the matter will be intimated to the supplier immediately for making goods shortage and breakage.
- 49. DISPATCH TO WRONG DESTINATION:** Goods dispatched to wrong destinations and names of destinations / Rly. Stations mentioned wrongly, will not be accepted, and any expenses connected thereto, have to be borne by the Supplier. The Company reserves the right to reject the consignments in such cases.
- 50. BANK CHARGES:**
- a. Wherever under this order full/part payment is accepted against documents sent through Bank, it is made clear that no Bank charges or Bank Interest, would be paid. In case such interest is still charged, the Singareni Collieries Co. Ltd., reserves the right to refuse to retire the documents, altogether and resultant demurrages, rebooking charges, etc., would be entirely to suppliers account.
 - b. The Singareni Collieries Co. Ltd., do not accept any conditions/stipulations for release of documents in certain number of days. However, the suppliers should ensure presentation of documents in time to see that no demurrage is incurred.
- 51. DEMURRAGE / WHARFAGE:** In case where documents are negotiated through Bank, any consequential charges e.g., demurrage / wharfage charges, due to late retirement of documents on account of:
- i) Violation of the inspection clause.
 - ii) Material 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.
- 52. 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.
- 53. EXTENSION OF TIME:** Extension of delivery period will be granted incase 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 / wharfage etc. will be to suppliers account only. The decision of the Singareni Collieries Co. Ltd., will be final and binding on the supplier.
- 54. 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.

55. 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 not later than the dates specified therein. Should the supplier fail to deliver these Stores or any consignment thereof, within the period prescribed for such delivery, the Singareni Collieries Co. Ltd., at their option, shall be entitled to take following action against the Suppliers.

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

Or

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

In the event of action being taken under (b) 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 there after, 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.

56. 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.

57. 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.

58. 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 by Arbitration by invoking the same within 120 days of dispute.

(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, the matter is to be decided by Civil Courts at Khammam District in Telangana alone and not at any other place.
- (e) Fee and expenses payable to the Sole Arbitrator shall be governed by the Arbitration & Conciliation Act, 1996 as amended from time to time and shall be borne equally by both parties to the dispute

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

61. JURISDICTION: The Courts at Khammam district in the state of Telangana only shall have jurisdiction to deal with and decide any legal matter or dispute whatsoever arising out of this contract including disputes arising on encashment of Bank Guarantees.

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

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

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

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

SPECIAL TERMS & CONDITIONS:

1. Guarantee / Warrantee: Defective material will be replaced at free of cost.
3. Manufacturers/ Authorised dealers/ proven suppliers are eligible to submit the bid.
4. The tenderers shall submit their quotations on FOR Destination basis.
5. The authorised dealers shall submit valid authorisation certificate issued by the manufacturers.
- 6) **Eligibility Criteria for submission of bids (Ref. clause 20 of NIT document) :** Offers from manufacturers / authorized dealers / proven suppliers / traders of enquired items similar items will be accepted.

Proven suppliers means:

i) The firms, who have successfully executed trial / commercial order with SCCL for the enquired items or similar items conforming to the ordered parameters and fulfilled all the contractual obligations as per the ordered terms and conditions and without any adverse remarks.

or

ii) The firms, who have successfully executed trial / commercial order with Subsidiaries of CIL / Government Organizations / PSUs/private for the enquired items or similar items, conforming to the ordered parameters and fulfilled all the contractual obligations as per the ordered terms and conditions during the recent 5 years and produces satisfactory performance report. In case the firm executes two commercial orders of the same subsidiary of CIL / Government Organizations / PSUs / private during the recent 5 years, performance report will not be insisted.

Performance reports :

i) If the item offered is supplied and has been commissioned at SCCL prior to one year from the date of publishing of the present enquiry, the SCCL performance will also be taken into consideration for evaluation. However, other performance reports submitted by the tenderer will be considered and the decision of SCCL will be final.

ii) The bidders should upload scanned copies of the performance reports of the end users for above orders duly notarized, in respect of offered items or similar materials supplied by them.

iii) In case, the Performance Report(s) of the End-User(s) is not available, the bidder shall give a self-certification, duly signed and stamped, confirming that the quoted item or similar items / materials have performed satisfactorily and no warranty / guarantee claim is pending against the supply orders received and copies enclosed by them along with their offer to establish their provenness for the quoted items / materials.

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/item manufacturer) regarding performance of the items 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.

- iv) 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 and the performance report should have been issued before the publication of this tender. 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 tenderer.

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/item manufacturer) regarding performance of the items 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. Material to be supplied with lead time of 8 weeks from receipt of delivery schedule to be given by DGM(E&M) Central stores.

Pre-bid Meeting:

Pre-bid meeting will be held at the office of GM (MP), Kothagudem. The bidder's authorized representative is invited to attend the pre-bid meeting. Number of persons permitted to attend the pre-bid meeting shall be limited to a maximum of 2 persons per bidder. The purpose of the meeting will be to clarify issues and to answer questions or any matter that may be raised at that stage. However no modifications to the bid documents will be made due to such meeting. Non-attendance at the pre-bid meeting will not be a cause of disqualification. Bidders are requested to participate in the meeting to be held in the O/o of GM (Material Procurement) on the date & time notified

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

Technical Specifications

Requirement of Material:

Sl. No.	Item code No.	Item description	Unit
1	S1584070614	Resin Coated Sand	125 MTN

Specification:

Loss on Ignition (LOI)	-	4.30 to 4.50%
Percentage of Resin Coating	-	5.0 to 5.2%
Stick point	-	96 to 98 Degree C
Hot Tensile Strength at 235 degree centigrade	-	30 to 34 kg / cm sq
Gas evolution at 1000 degree C	-	27 to 29 ml / gr
Investment rate at 230 degree C, Min	-	61%
Grain Fineness No (GFN)	-	50 to 55
Sio ₂	-	95% Min
Retained on 300, 212 & 150 IS Sieves	-	85% Min

Test certificate should supply along with each supply.

<p>For G.M (MP) The Singareni Collieries Company Ltd. (A Govt. Company) Kothagudem Collieries - 507 101.</p>	<p>SIGNATURE OF TENDERER (With office Seal)</p> <p>Name : _____</p> <p>Designation of Signatory : _____</p> <p>Phone No: _____</p> <p>Date : _____</p>
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ANNEXURE -III**Format of Letter of Bid (LOB)****LETTER HEAD OF BIDDER**

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

Sub : Letter of Bid for Procurement of Resin Coated Sand for use at Central work shop Kothagudem

Enq No: C0518O0528, DT: 16.03.2019

Dear Sirs,

I/We offer to supply the material 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.

DSC Holder

If the bidder himself is the DSC holder bidding on-line then no document is required. However, if the DSC holder is bidding online on behalf of the bidder then the scanned copy of Power of Attorney duly notarised on a non-judicial stamp paper of Rs 10 as per format mentioned on next page shall be uploaded along with this Letter of Bid on second page.

Yours faithfully,

(Signature of Bidder **OR** Authorised person of bidder **OR** DSC Holder bidding online with authorisation from 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 :

Format for Authorisation to DSC holder bidding online on behalf of bidder.

NON JUDICIAL STAMP PAPER OF Rs 10/-

I /We do hereby authorise M/s/Mr/..... Address
..... for online bidding on behalf of me/us for the e-tenders
invited by The Singareni Collieries Company Limited, Kothagudem on <https://singareni-tenders.gov.in>.

Signature/Seal of the DSC Holder

Authorised for online bidding on
behalf of the bidder.

Signature & Seal of the bidder

Authorising the DSC Holder for
online bidding.

Signature & Seal of the NOTARY

Sub: **Procurement of Resin Coated Sand for use at Central work shop Kothagudem**

Enq No: C0518O0528,

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Acceptance of Commercial terms and conditions by the Bidder.

S. No.	Commercial Terms of NIT	Acceptance of Bidder
1	Instructions to Bidder (Submission/Evaluation of Bid, etc)	Accepted
2	Bid Validity	Accepted
3	Prices clause including Firm price on FOR Destination/FOB basis	Accepted
4	Submission of Import Document in case of Import & Supply by	Accepted
5	Submission of Cenvat Invoice /tax invoice	Accepted
6	Applicable Taxes & Duties	Accepted
7	Consignee/Destination Point	Accepted
8	Delivery	Accepted
9	Payment Terms	Accepted
10	Packing	Accepted
11	Liquidated Damages	Accepted
12	Risk Purchase	Accepted
13	Force Majeure	Accepted
14	Guarantee / Warranty as per Annexure-I of NIT	Accepted
15	Security Deposit	Accepted
16	Performance Bank Guarantee	Accepted
17	Currency of Bid	Accepted
18	Price Fall clause	Accepted
19	General Terms and Conditions	Accepted
20	Arbitration clause	Accepted
21	'Jurisdiction of Court'	Accepted
22	Delivery Schedules: To Supply the Material with a lead time of 8 weeks from the receipt of delivery schedule to be given by DGM(E&M)/Central Stores	Accepted
23	40% additional quantity to be supply with the same price, terms and conditions of the order within the validity of the order, if required by SCCL	Accepted

Signature of the Bidder

Seal of the Firm

THE SINGARENI COLLIERIES COMPANY LIMITED
OTHER COMMERCIAL INFORMATION

Subject of the enquiry : Procurement of Resin Coated Sand for use at Central work shop Kothagudem			
Enquiry No. and date : . C0518O0528,		DT: 16.03.2019	
SI No	Particulars	Details	Remarks, if any
1	Details of EMD (if applicable)		
2	Proof of being Manufacturer (for tendered item)		
3	Type of Registration (SSI/NSIC/DGS&D etc.)		
(a)	Document reference no. & date		
(b)	Issued by		
(c)	Registration Number		
(d)	Name of the Registering Authority.		
4	GST Registration Details		
(a)	GST Registration Number		
(b)	Rate of GST quoted (If applicable)	As quoted in price bid	
5	Packing & Forwarding Charges	As quoted in price bid	
6	Freight & Insurance charges	As quoted in price bid	
7	PAN NO		
8	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		
9	MSME (Applicable/Not Applicable)		
(a)	If applicable, indicate Registration No. & Registering Authority		
10	Vendor Code of the bidder (if registered in SCCL)		
11	Firm prices: (The prices quoted are FIRM On FOR Destination basis)	The prices quoted are FIRM On FOR Destination basis	

Note: All Taxes and duties mentioned in price Bid are only considered for evaluation

List of documents to be up loaded

Sl no	Document name	Doc type
1	In case of claiming exemption for EMD, copy of SSI/NSIC/MSME	.rar
2	Commercial information	.xls
3	Letter of bid (LOB)	.xls
4	Acceptance to commercial terms	.xls
5	GST Registration Certificate	.pdf
6	Declaration and no banning certificate	.pdf
7	Copies of Previous Purchase orders placed by SCCL / Government organizations / PSUs / Subsidiaries of CIL	.pdf
8	Copies of Satisfactory performance report issued by Government organisations / PSUs/ Subsidiaries of CIL for the previous orders submitted.	.pdf
9	(Other certificates as per NIT like BIS/IS certification, Legal metrology approval, DGMS approval, Electric regulatory authority etc. etc)	.rar
10	Any other documents as per NIT	.rar

PERFORMANCE BANK GUARANTEE

In consideration of the Singareni Collieries Company Limited, Kothagudem Collieries P.O. PIN Code-507101, Bhadradi 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, Bhadradi 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, Bhadradi 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, Bhadradi 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, Bhadradi 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, Bhadradi 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 :

(to be submitted on the letter head)PRICE BID**SUB: Procurement of Resin Coated Sand for use at Central work shop Kothagudem**

Enq No: C0518O0528,

DT: 16.03.2019

FIRM NAME:**GST NO:***Bidders are requested to quote **Basic Price per Unit** and relevant taxes*

Sl. No.	Item Code	Item Description	Item wise HSN/SAC Codes	BASIC RATE PER UNIT PER YEAR	IGST	CGST + SGST	REMARKS
1	S1584070614	Resin Coated Sand					

THE SINGARENI COLLIERIES COMPANY LIMITED
(A Govt. Company)

Corporate Material Procurement Department,
P.O.Kothagudem Collieries –507101
Bhadradri Kothagudem District, TELANGANA

Fax: 08744 -245651
Telephone: 08744 - 243109
E.Mail: gm_pd@scclmines.com

LIST OF ITEMS IDENTIFIED FOR ANCILLARISATION (Ancillerised items list)

1	Roof bolts, M.S. Bolts & nuts
2	Rivets, washers & screws
3	Dog nails
4	Fish plates, Nuts & bolts for fish plates
5	Belt jointing pins
6	Cable hooks and signal hooks
7	Belt conveyor rollers
8	Belt sections
9	Resin Capsules
10	Cement Capsules
11	GI canisters
12	Blasting Gallery – Spacers
13	Radiator repairs
14	Repairs and rewinding of motors of AC & DC
15	Repairs / rewinding of Transformers (Welding / lighting/ power)
16	GI wire
17	Wire Mesh for longwall salvage
18	Manufacturing of supply of Electrical coils for (i) AC motors up to 6.6 KV grade (ii) Transformer coils up to 33 KV grade
19	Repairs of rotors for electric motor
20	Lighting cable
21	Steel chock manufacturing
22	House wiring
23	All types of fan repairs
24	Shovel bucket welding
25	Repairs of pumps
26	Couplings manufacturing
27	Special steel and alloy castings (Tooth points, track pads, Mn steel casting)
28	Manufacturing of fly ash bricks. (Not to be manufactured at stores site. It shall be at their own site).
29	Manufacturing of pump components (spares).
30	Transformer oil filtration
31	Reconditioning of drill bits and drill rods
32	Vulcanizing the old Trailing cables of drill machines, SDLs, LHDs, etc. (work should be carried out at the respective mine premises).
33	Manufacturing of earth clams, G.I flats, G.I bolts and nuts.
34	Manufacturing of earth pit components and erection.
35	Crimping of hydraulic hoses.
36	Repairs to hydraulic pumps, motors, control valves and other related components
37	Refurbishing of LT & HT switches with OEM spares including testing.
38	Manufacturing / repairs of slip rings & D-contacts.
39	Furniture repairs i.e., cane chairs, tables, almirahs, etc.
40	Repairs to wet grinders, water purifiers, and water coolers
41	Manufacturing of coupling bolts of all sizes
42	Fabrication of OHT line components like cross arms, clamps, stay wires, cross brassings, base plates etc.
43	Manufacturing of haulage rope drum rollers.
44	All sizes of Ventilation doors.