



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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Company Web site: www.scclmines.com

GST NO: 36AAACT8873F1Z1

NOTICE INVITING TENDERS (NIT)

Sub: Tender for procurement of 6mm & 12mm GLVD FSW IWRC Wire Ropes for use at CWS – Reg.

Enquiry Number	C1519O0400 ,DT: 21.01.2020	Scheduled Date & Time of Closing	Date: 10.02.2020 Time: 10.00 am
Number of Sources	Single		
Mode of enquiry	Open	Scheduled Date & Time of Opening	Date: 10.02.2020 Time: 12.30 pm
Mode of Tendering	Two cover (Pre-Qualification & Commercial Bid)		
Input Tax Credit	Applicable		

Please quote prices in (Price Bid) and also submit Annexure with full details along with Signature and Seal of the Firm.

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.*

Note: Bidders shall submit Technical bid in one cover and price bid in another cover. Both covers should be sealed and kept in one cover. Bidder shall mention on every cover Enquiry No, date and description of cover whether it is Technical bid or Price bid.

1. Tenders are invited for supply of 6mm & 12mm GLVD FSW IWRC Wire Ropes.
2. The Estimated value of the enquired items is Rs.2,00,000.00.

SCCL Helpdesk Numbers for Bid submission :

EPBAX Numbers: 08744 - 235558/235559/235553

NIT DOCUMENT

A. GENERAL INSTRUCTIONS:

1. Bidders are advised to carefully read this NIT Document
2. SCCL reserves the right to seek clarifications in respect of the bids / supporting documents etc. from the bidders by letter / e-mail / fax.
3. **NUMBER OF SOURCES & PURCHASE PREFERENCES :**

a. Number of sources: Single

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

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

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

4. 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.

5. 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.

6. 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.

7. ELIGIBILITY FOR SUBMISSION OF BIDS:

Manufacturers/Authorized dealers/Traders are eligible to submit the bids.

8. INSPECTION CRITERIA:

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

9. ELIGIBILITY CRITERIA : PI Refer Annexure - I

ELIGIBILITY CRITERIA:

~~Manufacturers/Authorized dealers of USHA MARTIN/ BHARAT WIRE ROPES/ VISKHA ROPES are eligible to submit the bids.~~

10. 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.

11. BIDDER'S DETAILS:

Bidder shall furnish the following information:

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

12. 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

13. 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.

14. 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) : AAAC8873F
- 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.

15. 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.

16. SCCL PAYMENT TERMS: PI Refer Annexure - I

~~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 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.~~

~~b. 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.~~

17. DELIVERY SCHEDULE: (See Annexure I)

- i) ~~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.~~

18. LIQUIDATED DAMAGES (LD):

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

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

19. 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.

20. PERFORMANCE BANK GUARANTEE (PBG): Also PI refer Annexure-I

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

- ~~i) 10% of the order value for supply of equipment~~
- ~~ii) 5% of the order value for supply of sub-Assemblies / spares.~~
- ~~iii) 2.5% of the order value per year for supply of sub-assemblies/ spares~~

- ~~_____ on rate contract basis.~~
- ~~_____ iv) 10% of consignment wise value in case of overseas supplies where payment is by way~~
- ~~_____ of Letter of Credit.~~
- b. ~~The above PBG shall be valid up to 3 months over and above the Guaranty / Warranty period. In case there is a delay in supply of material for whatsoever reason, the Bank Guarantee shall be extended suitably three months before its expiry.~~
- c. ~~In case the firm fails to submit consolidated Performance Bank Guarantee as stipulated in NIT document, consignment wise amount at the rates mentioned as per clause No. 33(a) will be deducted from bills payable to the firm against supplies made.~~
- d. ~~In case the firm fails to fulfill Guarantee / Warranty terms of the order:~~
 - ~~i) The PBG submitted as mentioned at clause No. 33(a) will be invoked with~~
inclusive of GST.
 - ~~ii) The amount deducted as mentioned at clause No. 33(c) will be forfeited with~~
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).~~

21. 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.

22. 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.

23. INSTRUCTION TO FILL PRICE BID & EVALUATION CRITERIA:

24. BIDDING CURRENCY:

Bidders shall submit price bid format as per format only. Bidders quoting for domestic supplies shall quote in Indian Rupees only.

25. **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.

26. 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).

GENERAL TERMS & CONDITIONS:

27. 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.

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

29. 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.

- a. Original Commercial Invoice / Taxable Invoice in duplicate

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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 GM (Material Procurement)
The Singareni Collieries Company Ltd.
(A Govt. Company)
Kothagudem Collieries - 507 101.**

SPECIAL TERMS AND CONDITIONS**1. ELIGIBILITY CRITERIA (Clause No.9) :****ELIGIBILITY CRITERIA:**

Manufacturers i.e., USHA MARTIN LTD / BHARAT WIRE ROPES/ VISAKHA WIRE ROPES based in India or their authorized dealers 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.

2. GUARANTEE / WARRANTY :

The ropes shall be supplied as per standard guarantee as 12 months from the date of commissioning or 18 months from the date of dispatch whichever is earlier against poor workmanship & faulty raw materials.

3. PAYMENT TERMS (Clause No.16) :**For Domestic Supplies:**

Payment will be made by way of RTGS by the respective area. RTGS 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.

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.

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.

TDS will be made at applicable rate as per GST Act.

4. DELIVERY SCHEDULE (Clause No.17) :

Total ordered quantity: 2500 M shall be supplied within 16 Weeks from the date of receipt of Purchase Order

5. PERFORMANCE BANK GUARANTEE (PBG) (Clause No.20) : Not Applicable

6. Tenderer should give the internal lubrication details.
7. The firm shall furnish Manufacturer's Test Certificate for the rope / rope reel while supplying the ropes.
8. The firm shall possess relevant valid license for manufacture of the rope and copy of the same shall be furnished. The allowed tolerances shall be strictly as per the relevant IS specification or equivalent international standards where ever applicable.

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

Annexure – II

Sub: Tender for supply of 6mm & 12mm GLVD FSW IWRC Wire Ropes – Reg.
Enq. No: C1519O0400 ,DT: 21.01.2020.

List of Items:

Sl No	Material	Item Description	Qty	Unit	To Supply Stores
1	3660110061	GLVD FSW IWRC Rope 6x19 6MM	1000	MTR	Central Stores (1050)
2	3660110127	GLVD FSW IWRC Rope 6x19 12MM	1500	MTR	Central Stores (1050)

Specifications of Wire Ropes for CWS

Sl. no	Code No.	Item Description & Specifications
1	3660110061	GLVD FSW IWRC Rope 6x19, 6MM Galvanized 6MM, WSC RHO MBL-20KN, As per IS: 3499/1977 in general
2	3660110127	GLVD FSW IWRC Rope 6x19, 12MM Galvanized Performed Basic Grade, 12MM 6/19S(9/9/1), RHO, FMC-1770 N/Sq MM, MBL-84KN, As per IS 2266/2002(Marked)
Make : USHA MARTIN LTD / BHARAT WIRE ROPES/ VISAKHA WIRE ROPES Only.		

For GM(MP)
The Singareni Collieries Company Ltd.
(A Govt. Company)
Kothagudem Collieries - 507 101.

Format of Letter of Bid (LOB)
LETTER HEAD OF BIDDER

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

Sub : Letter of Bid for procurement of 6mm & 12mm GLVD FSW IWRC Wire
 Ropes.
 Enq. No: C1519O0400 ,DT: 21.01.2020

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.

DSC Holder

If the DSC holder is bidding online on behalf of the bidder, then the scanned copy of Power of Attorney duly notarized 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. However, If the bidder himself is the DSC holder, bidding on-line, then no specific document is required.

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://tender.telangana.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

ANNEXURE – IV**LETTER HEAD OF BIDDER**

Sub : Procurement of 6mm & 12mm GLVD FSW IWRC Wire Ropes.

Enq. No: C1519O0400 ,DT: 21.01.2020

Acceptance of Commercial terms and conditions by the Bidder.

Sl No	Commercial Terms of NIT	Acceptance of Bidder
1	Instructions to Bidder (Submission/Evaluation of Bid, etc)	Accepted
2	Bid Validity (180 days)	Accepted
3	Prices clause including Firm price on FOR Destination	Accepted
4	Submission of tax invoice	Accepted
5	Taxes & Duties	Accepted
6	Consignee/Destination Point	Accepted
7	Payment Terms	Accepted
8	Liquidated Damages	Accepted
9	Force Majeure	Accepted
10	Guarantee / Warranty	Accepted
11	Specifications as per Annex- II of NIT	Accepted
12	Special Terms and Conditions as per Annex- I of NIT	Accepted
13	Delivery: Total ordered quantity: 2500 MTR shall be supplied within 16 Weeks from the date of receipt of Purchase Order	Accepted
14	Arbitration clause	Accepted

Signature of the Bidder

Seal of the Firm

THE SINGARENI COLLIERIES COMPANY LIMITED
OTHER COMMERCIAL INFORMATION

Subject of the enquiry: Procurement of 6mm & 12mm GLVD FSW IWRC Wire Ropes			
Enquiry No. and date: C1519O0400 ,DT: 21.01.2020			
SI No	Particulars	Details	Remarks, if any
5	GST Details		
(b)	Rate of GST	As quoted in Price Bid	
6	Packing & Forwarding Charges (Inclusive/Extra- Rate in % to be indicated)	As quoted in Price Bid	
7	Freight & Insurance charges (Inclusive/Extra -Rate in % to be indicated)	As quoted in Price Bid	
8	PAN NO		
9	Payment details (for EFT)		
(a)	Account Name		
(b)	Banker's Name		
(c)	Branch		
(d)	Address, City/Town, District, State		
(e)	Account type		
(f)	A/c No & EFT No		
(g)	IFSC Code		
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	Delivery period	Total ordered quantity: 2500 MTR shall be supplied within 16 Weeks from the date of receipt of Purchase Order	

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

(to be submitted on the letter head with Signature and Stamp)

PRICE BID

Sub: Supply of 6mm & 12mm GLVD FSW IWRC Wire Ropes for use at Central Work Shop, Kothagudem.

Enq No: C1519O0400 ,DT: 21.01.2020

FIRM NAME:

GST NO:

Bidders are requested to quote **Basic Price per Unit** and relevant taxes

Sl. No.	Item Code	Item Description	Unit	Item wise HSN Code	Basic Price Per Mtr in ₹	IGST %	CGST% + SGST%	Landed Cost With Taxes in ₹
1	3660110061	GLVD FSW IWRC Rope 6x19 6MM	MTR					
2	3660110127	GLVD FSW IWRC Rope 6x19 12MM	MTR					