



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)

Sealed tenders are invited for the following job/services in SCCL

Sub: Annual Maintenance Contract of 11KV Substation and Maintenance of electrical installations at Singareni Bhavan, Lakdikapul, Hyderabad for a period of Two years. -Reg

Enquiry Number	C1022O0151 Dt . 22.07.2022	Schedule date & time of closing	16.08.2022 10.30AM
Number of Sources	Single Source		
Mode of enquiry	Open(Lottery system)	Schedule date & time of opening techno-commercial bid	16.08.2022 11.00 AM
Mode of Tendering	Conventional (Two cover, Prequalification &commercial bid)		
Input Tax Credit	Applicable		

Earnest Money Deposit (EMD):

EMD of Rs 50,000/-(Rupees Fifty Thousand Only)in the form of pay Order (PO) or Demand Draft (DD) in favor of SCCL ,Payable at Kothagudem, to be Submitted along with Techno-Commercial Bid. Without EMD, tender will not be accepted.

Bidders to submit the sealed tender to General Manager (Material Procurement) Head Office , The Singareni Collieries Company Limited, Kothagudem, Dist Bhadradi Kothagudem-507101,Telangana (or) drop in the Tender Box placed at the Purchase Department, Head office, SCCL, Kothagudem-507101.

NOTE:

- a) **Vendors:** Vendors/Firms belongs to Hyderabad / Secunderabad and situated at Singareni Areas covered in districts of Khammam, Kothagudem, Bhupalpalli, Peddappalli, Mancherial and Asifabad are only eligible to participate in this tender.
- b) **Experience:** The Contractor/Agency should have minimum 3 years of experience in last 5 completed financial years (2017-18 to 2021-22) in maintenance of 11KV substation and maintenance of electrical installations at SCCL/CIL/Govt. Organizations/PSUs and should produce previous order copies & performance reports.
- c) **Annual Turnover:** The Agency should have minimum turnover of ₹25.00 lakhs in last three completed financial years i.e., 2019-20 to 2021-22 or should have cumulative of ₹75.00 lakhs in last three completed financial years i.e., 2019-20 to 2021-22.
- d) **Evaluation Criteria:** The successful bidders/firms qualified in technically & commercially as per above conditions will be selected through a lottery system to be drawn at O/o GM (MP).

NOTE: The firm shall submit copies of all the above documents. If any firm has not submitted any one of the above documents, their offer will be summarily rejected technically.

1. Payment Terms: As per NIT (Clause No. 29) and Annexure-II

- a. Payment will be made by way of RTGS only. RTGS charges, if any, will be to firm's account.

For RTGS payment, Bidders are requested to indicate the following 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. GENERAL INSTRUCTIONS:

1. Bidders are advised to carefully read this NIT Document. Towards acceptance of conditions in NIT, the tenderer is requested to sign on all pages of the Tender document towards their acceptance.
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. Bidder are requested to techno commercial bid and price bid in one sealed cover and mentioned the enquiry no., subject and tender closing and opening date on the cover. The sealed cover shall be submitted to General Manager (MP), S.C.Co.Ltd, Kothagudem.
5. From 01.11.2020 onwards all the vendors whose turnover is more than ₹500.00 Crores or above in the financial years 2019-20, 2020-21 and 2021-22 have to submit e-invoice with QR code printed on it. If the turnover is less than ₹500.00 Crores the firm has to declare that we are exempted from e-invoicing requirement. Therefore, the said e-invoicing provisions are not applicable to our company. Towards this, the firm is required to submit undertaking detailed in ANNEXURE-V along with Invoice.

BILLS WILL NOT BE ACCEPTED WITHOUT e-INVOICING IF THE AGGREGATE TURNOVER IN ANY OF THE THREE FINANCIAL YEARS 2019-20, 2020-21 and 2021-22 EXCEEDS ₹500.00 CRORES.

6. A) The terms and conditions of the tender are divided into two parts i.e. Part 'A' and Part 'B'.
 - a. Part 'A' contains technical terms & conditions.
 - b. Part 'B' contains commercial terms & conditions and acceptance for wages (successful bidder shall be selected through draw system)

B) Submission of offers:

- i. The Tenderer shall submit bids in two parts i.e., technical terms & conditions and technical terms & conditions and acceptance for wages, service rates, etc. in one sealed cover as detailed below, superscribing enquiry number, due date of opening of the tender and name & address of the Tenderer.
 - Part 'A' shall contain copy of the whole tender document duly signed by the Tenderer in all the pages to indicate that the Tenderer has gone through the whole tender document, to acquaint himself with the work involved and accepting to all terms & conditions mentioned in the NIT. All the required details with supporting documents are to be submitted.
 - Part 'B' shall contain Annexure-II & III of NIT.
- ii. The above cover superscribing enquiry number, due date of opening of the tender and name & address of the Tenderer.

BOTH COVERS WILL BE OPENED ON SAME DAY.

7. **CORRESPONDENCE/DISPUTES DURING ENQUIRY STAGE:** Correspondence / disputes will be entertained before placing order and the decision of the SCCL shall be final. However In case of any un-resolved dispute or difference of opinion arising between SCCL and the successful tenderer in respect of manner of execution or anything connected with the work, not specifically provided for hereunder or in respect of meaning of any clause of the terms and conditions of Tender document shall be resolved by arbitration.
8. **OTHER TERMS & CONDITIONS:**

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.

- a) 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.
- b) 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.
- c) Without prejudice to the Contractor's liabilities under the General conditions of Contract (GCC), the Contractor shall at his own cost and initiative at all times up to the successful completion of the contract take out and maintain Insurance cover from any Nationalized Insurance Company in India under the Workmen's Compensation Act and any other Industrial Legislation applicable from time to time in the State of TELANGANA providing for payment of compensation to workmen in the event of 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. The contractor fail to take out and / or keep in force insurance as provided for in the foregoing sub-clauses, the owner shall be entitled (but without obligation to do so) to take out and keep in force such insurance(s) at the cost and expenses of the contractor in all respects, and without prejudice to any other rights and remedy of the owner in this behalf to deduct the costs and premium incurred therefore from amount becoming due to contractor from time to time.
- d) The contractor shall obtain Labour Licence from Assistant Labour Commissioner (Central) of the area as required and a copy of the same to be submitted to SCCL.
- e) 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.

9. **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.

10. **LAWS APPLICABLE:**

The contract shall be governed by the Laws of Indian Union for the time being in force.

11. **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.

12. **CIVIL COURT PROCEEDINGS:**

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 the civil court proceedings by invoking the same within 120 days of dispute.

- (a) The Arbitrator(s) will be appointed to resolve the disputes between the parties. The Chairman & M.D. of the S.C.Co.Ltd, is having absolute power to appoint a single Arbitrator or more than one Arbitrator or to refer the dispute to the Institutional Arbitration at his discretion and his decision is final and binding on the parties. The appointed Arbitrator(s) / Institutional Arbitration should pass a reasoned award.
- (b) If any of the Arbitrators appointed by the Chairman & M.D. of the S.C.Co.Ltd., is unable to continue as an Arbitrator for any reasons whatsoever or if the Chairman & M.D. of the S.C.Co.Ltd., for the reasons to be recorded in writing thinks fit for appointment of a new Arbitrator in the place of existing Arbitrator, he is having a power to do so. If such a new Arbitrator is appointed, he can either continue the civil court 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.
- (c) The parties should bear the costs of the civil court proceedings equally.
- (d) Failing to invoke civil court clause within 120 days of dispute, the matter is to be decided by Civil Court at Hyderabad District in TELANGANA state alone and not at any other place.

13. **WORK AND PAYMENT DURING CIVIL COURT PROCEEDINGS:**

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

14. **CORRESPONDENCE AFTER PLACING ORDER:**

After placing the order, correspondence related to issues regarding contract terms and conditions shall be made with the GM concerned. In case the issues are not settled at this level, correspondence shall be made with GM (Purchase). In case the issues are not settled at GM (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 GMs, GM (Purchase), Director (Operations) and C&MD.

NOTE: In case any specific mention is made on the above clauses in special terms and conditions the same shall prevail over.

PART – ‘A’

1.0 SCOPE OF WORK, TERMS AND CONDITIONS:

1.1 SCOPE OF WORK:

A) MAINTENANCE OF 11 KV/415 VOLTS SUB-STATION:

- i) **HT-Side:** Maintenance and operation of 11 KV Sub-Station which includes;
- a) 500 KVA 11 KV/415 Volts Power Transformers – 2 Nos.
 - b) Ring main Unit – 1 No (It consists of 1 Feeder control Switch and 2 Nos. of Transformer primary control switch)
 - c) 1 No of 11 KV Feeder control Switch.
- 11 KV Sub Station should be maintained and any major breakdown takes place, SCCL may support for the assignments.
 - To take up the Test Samples of Transformer Oil and get tested at authorized testing lab approved by Government at SCCL expenses like Fee, transport and miscellaneous charges.
- ii) **LT-Side:** All Panels, Switches and Capacitor Bank etc.
- * Maintenance of capacitor banks and rectification of faults and maintaining of record of readings to be taken up daily ensuring of 0.95 and above power factor and to see that no penalty is imposed on SCCL on Power Factor.
 - * Cleaning and maintenance of LT Panel Boards.
 - Overhauling of MCCB and ELCB Control Switches.
 - Day-to-day repairs and rectification of Electrical Panel Boards, Circuits.
 - In Singareni Bhavan, cable trench cleaning and UPS, telephone wiring & cable replacements etc.
 - Cleaning and maintenance of HT, LT panel room as per the maintenance schedule.
 - Replacement and laying of cables including termination and connection

B. MAINTENANCE OF ELECTRICAL EQUIPMENT AT SINGARENI BHAVAN, HYDERABAD which includes the following:

- a. Maintenance of fire detection and fire fighting system at Singareni Bhavan.
- b. Maintenance of 60KW Solar Plant at Singareni Bhavan.
- c. Maintenance of ERP Data centre at Singareni Bhavan
- d. Maintenance of Sr.Officers and Transit Guest house at Hyderabad
- e. Maintenance of Sr. Officers Bungalows
- f. Maintenance of Singareni quarters and Ramnath Ashram at NIMS.
- g. Cleaning and replacement of Fans, Regulators etc., as and when required.
- h. Arranging extra lighting wherever required.
- i. Shifting of Air conditioners wherever required.
- j. Maintenance and repairs of Public Address System at Conference Hall, Singareni Bhavan.

- k. Maintenance of Khadhi Bhandar Show room under the control of Singareni Seva Samithi
- l. Maintenance of Elevators and RO Plant.
- m. Maintenance of Water Coolers and maintenance of Refrigerators – 2 nos. at Stores, Singareni Bhavan, HYD.
- n. Any other Electrical works connected to SCCL, Hyderabad etc and other related works informed by GM(CDN) from time to time.
- o. The Contractor/Agency has to obtain statutory Electrical permissions/ renewals from the concerned Govt. Departments from time to time.

2.0 Requirement:

- The successful tenderer shall be required to provide the following manpower at the specified places for a period of two years.

Sl.No.	Description of Manpower	No of Persons	Category
1	Electrical Supervisor (Technical)	01 Person	Highly-Skilled
2	Electricians	05 Persons	Skilled
	Total	* 06 persons	

** The manpower may increase or decrease from time to time based on requirement.*

3.0 Deployment of Technicians:

- i) The Contractor/Agency shall deploy the following Manpower for 24 Hours, 365 Days for maintenance of the Electrical Installations & Substation.
 - a) Electrical Supervisor – 1 No (He should possess ‘A’ Class competent certificate) for overall supervision and maintenance works as mentioned in Scope of work at A & B.
 - b) *Electricians – 3 persons (for maintenance of 11KV/415V substation in three shifts as mentioned in Scope of Work at A)
 - c) *Electricians – 2 persons (for maintenance of Singareni Bhavan as mentioned in Scope of Work at B).

**The persons engaged as Electricians should possess minimum ITI certificate in electrical/wiremen as per the Electricity Act.*

The manpower mentioned above shall work under Administrative Manager/ In-charge Power Projects, Hyderabad.

4.0 Calculation of Minimum wages:

The monthly minimum wages (w.e.f.01.04.2022) are calculated as per circular no.CRP/PER/IR/M/ 361/584, dt.18.04.2022 issued by GM (Personnel), IR&PM. However, the revision of wages from time to time as per the notification issued by Commissioner of Labour, Govt. of India / Govt. of Telangana will be considered.

Sl. No.	Description	Highly Skilled Area 'A'	Skilled Area 'A'
1	Basic wages / person / day w.e.f.01.04.2022	876.00	806.00
2	EPF @13% on Basic Wages	113.88	104.78
3	ESI @3.25% on Basic Wages	28.47	26.20
4	Bonus @8.33% on basic Wages	72.97	67.14
5	Service Charge @10% on Basic+Bonus	94.90	87.31
6	Total Wages / person / day	1,186.22	1,091.43
7	No of days / month	30	30
8	Total Wages / person / month	35,586.60	32,742.90
9	No of persons	1	5
10	Total Wages / Total persons / month	35,586.60	1,63,714.50
11	No. of months (two years)	24	24
12	Total Wages / Total persons / 24 months	8,54,078.40	39,29,148.00
13	Total Basic wages	47,83,226.40	
14	GST @18% extra as applicable	8,60,980.75	
15	Total Landed cost	56,44,207.15	

Note:

1. As per applicable minimum wages from time to time, difference of minimum wages will be paid.
2. Introduction of any taxes, any during the execution of the contract will be to the company's account.
3. There is no change in Service Charge (10%) Payment during the contract period.

5.0 Terms and Conditions:

1. The Contractor/Agency has to arrange the Technical Manpower 24 hours for all the 365 days for maintenance of Electrical Substation & Singareni Bhavan.
2. The Contractor/Agency has to obtain statutory Electrical permissions/ renewals from the concerned Govt. Departments from time to time.
3. The contractor shall be primarily responsible for the maintenance work executed by his workmen at SCCL.
4. The Contractor shall pay the salaries of the staff employed by him on or before 7th of every month. The payment of minimum wages will have to be made through Banks only. After releasing the first month's bill, the contractor has to remit the wages into the respective Bank accounts of the labour engaged by him on the work. For releasing the payments of work done for the subsequent months, the Agency have to produce proof of having remitted the previous months wages into the respective Bank accounts of the labour engaged by him. Every month, the agency has to produce proof duly showing the remittance of PF, ESI, etc as per the rules.

5. The EPF & ESI payments shall be made as per the provisions of relevant Acts and the copies of the paid challans and schedule showing the required details should be submitted along with subsequent monthly bills. Otherwise the bills will not be paid. If the contractor fails to remit the EPF & ESI contributions for the labour employed by him, the same shall be recovered from the bills payable to the Contractor
6. The written agreement to be entered into between the Agency and SCCL shall be the foundation of the rights of both the parties and contract shall not be deemed to be completed, until the agreement has first been signed by the Agency and then by the proper officer authorized to enter into contract on behalf of SCCL and a Non Judicial stamp paper of worth Rs.100/- shall be submitted by the agency on receipt of order for the same.
7. If the maintenance service found to be unsatisfactory, the bill for that particular month will not be paid.
8. The SCCL shall provide the necessary material (spare and consumables) such services excluding tools and tackles which shall be arranged by the contractor.
9. The contractor shall ensure that employees/staff follow all the safety rules/ precautions required for the job.
10. Duties of the personnel deployed shall be fixed as per the requirement of SCCL.
11. SCCL reserves the right to increase the number of personnel. The contractor shall provide such additional personnel as SCCL may require from time to time and SCCL shall pay for the additional staff on pro-rata basis.
12. The contractor and his representative while carrying out electrical maintenance in accordance with the contract are required to protect the buildings, fixtures, fittings, equipment, assets and other belongings of SCCL from any damage and shall ensure that their utility to SCCL is not diminished. The contractor shall within 15 days of the demand, pay to SCCL the cost of rectification / replacement along with overheads as may be determined by SCCL for loss caused due to negligence, carelessness or for other reasons by the staff deployed by him, failing which SCCL shall be within its right to recover the same from the monthly bills of the contractor.
13. The minimum wages to the employees deployed by the successful tenderer shall be paid by SCCL to the firm on monthly bills as per GO's mentioned in the NIT and as per the notification issued by Commissioner of labour, Government of India. These wages are subject to revision from time to time as per the latest notification.
14. SCCL shall constantly evaluate the performance of the contractor and if the performance is considered not satisfactory, the contractor shall take immediate action to rectify the same, failing which SCCL has the right to get the task performed at the risk and cost of the contractor and the contractor shall be liable to pay SCCL the expenditure including overheads which might have been incurred by SCCL in this process.
15. The Contractor shall carry on the service offered either by himself or through his men and shall lawfully get the work done. The Contractor is not entitled to sub-lease or assign any portion of the work or the whole on the basis of the Commission to others which will leads to cancelling the agreement and forfeit EMD.

16. The contractor shall maintain a report register and it shall be the responsibility of the contractor to attend to the reports recorded therein within 72 hours to the full satisfaction of SCCL.
17. The contractor shall comply with all the instructions issued by the SCCL from time to time.
18. No residential or living accommodation whatsoever will be provided by SCCL to the persons employed by the contractor.
19. The contractor shall be wholly and solely responsible for full compliance with the provisions under all labour laws and / or regulations such as workmen's compensation act, minimum wages act, industrial dispute act etc. in respect of the labour he may employ and for all liabilities arising in this connection.
20. Personnel employed by the contractor shall be the sole responsibility of the contractor and all expenses, allowances etc., in connection with their employment shall be borne by the contractor. SCCL shall not bear any liability whatsoever with regard to the employment of the personnel. The contractor shall comply with all the requirements of the law of the land and the labour laws such as EPF act, ESI act, Minimum wages act, Payment of wages act, Workmen compensation act etc., as applicable to such staff.
21. The contractor shall cover his workers under insurance in accordance with the provisions of workmen's compensation act, before commencement of the work.
22. EPF & ESI registers>Returns are to be maintained by the contractors and to be submitted to Administrative Manager, SCCL, Hyderabad/Principal Employer on every six months/on demand.
23. No advance payment shall be made.
24. The GM (CDN) of SCCL reserves the right to accept/reject any of the offers of any/all the Agencies without assigning any reasons thereof. The decision of the GM (CDN), SCCL will be final. GM (CDN), SCCL reserves the right to allot the work to one agency or to more than one agency as per the discretion of the authority.
25. Conditional tenders will not be accepted.
26. In addition to the condition specified herein, all other conditions will be as per General Conditions of contract of the Singareni Collieries Company Limited in force, and the same forms part of the contract.
27. The S.C.Co.Ltd., will not however after acceptance of a contract pay any extra charges on any item of rate what-so-ever the reason may be raised by the contractor under any circumstances.
28. No alteration which is made by tenderer in the contract from the conditions of contract specifications will be recognized and if any such alterations are made, the tender will be void.

29. The information/documents and particulars furnished in the application and enclosed documents are true and correct and should be able to stand the test of verification and scrutiny, which may be ordered by the GM (Coordination).
30. **RECORDING OF WORK (PERFORMANCE):** The performance of the contractor will be recorded by the concerned Supervisor based on daily inspection, observation and assessment of the extent of performance of the contractor.

That the Contractor shall furnish the phone number along with latest postal address to take messages and instruction:

Telephone number – (Office / Res / Cell phone)

Postal address for correspondence

31. The contractor shall also be present for discussion/review with the GM (Coordination) whenever called upon to do so.
32. Any damage or loss caused to the property of S.C.C.Ltd., or any negligence, commission and abandoning the contract and consequently the SECOND PARTY (SCCL) was put to loss and public in general are inconvenienced by non-performance of the service by the Contractor, in such event the GM (Coordination) is entitled to impose penalty and deduct amount as fine, penalty or loss from the security deposit of the Contractor for which Contractor will be pointed out and the explanation of the Contractor will be considered before taking the decision. It is agreed that the decision of GM (Coordination) would be final in this regard.
33. The Contractor shall be responsible for all or any of the acts done by his staff working under him and he shall be alone responsible for the payment of wages to all the workmen engaged by him or any loss or damage caused to them during the course of service or works undertaken. The S.C.Co.Ltd., is not liable in any such even whatsoever, it is agreed and made clear that the employees or workmen engaged by the Contractor shall not have a claim or right or service and shall not resort to any strike or any other demonstrations, agitation, making any demands beyond the terms and conditions agreed herein and all such claims shall be illegal, null and void against this tender. In such event, the GM (Coordination) is entitled to suspend or cancel this agreement without any prior notice.
34. The contractor shall not in any way try to influence any of the Officers or adopt foul methods or exercise any corrupt practices in collusion with any third parties or the servants of the S.C.Co.Ltd., in such activities either directly or indirectly which will entail in cancellation of the agreement and forfeiture of the E.M.D.
35. The Contractor shall provide the personnel including labour all necessary safety equipment and first aid apparatus for the benefit of the employee on the site and shall maintain the same in good conditions, suitable for immediate use at any time and shall comply with all the regulations in connection herewith and ensure the workers use the equipment like gumboots etc.
36. No workmen, employees of the Contractor engaged in the contracted service shall have any right or claim of seeking any employment in the S.C.Co.Ltd., by virtue of any service rendered under the contract.
37. The Contractor will not engage child labour and also agree for permitting the labour a weekly off.

38. The contractor Supervisor shall possess a cell phone and keep it in use. Failure to do so will attract a fine of Rs.100/- per each observation.
39. If any worker is absent on any day the contractor shall arrange a substitute worker in his/her place without fail by making appropriate arrangements and shall be able to keep the prescribed No. of labour present on any given day. Shortfall of one (1) single worker an amount of Rs.300/- will be recovered as penalty.
40. The Company is entitled to the compensation and/or reimbursement from the Contractor for all lapses, damages, inconvenience caused to the Company. Such damages if any caused shall be assessed by the Company and the assessment shall be final and binding on the part of the Contractor for recovery from the Security Deposit Amount or amounts due to him or otherwise.
41. The contractor shall not involve in or cause 'Strike/obstruction of work' either directly or indirectly. Breach of this condition will forfeiture of Security Deposit amount.
42. In case of wrong and excess payment being made due to miscalculation or by over sight, such amount will be adjusted/ recovered from the subsequent bills. The decision of the appropriate authority is final and binding on the part of the Contractor.
43. The Contractor is willing to abide by all the above stipulated Terms and Conditions as laid down in the Tender.
44. The Contractor to whom the contract is given must inform within 10 days of the execution of the contract, the names of the persons who have been engaged by the contractor to SCCL. The successful contractor should submit the EPF and ESI account numbers of the labour employed by him within a period of one month.
45. The Agency shall also furnish the list of candidates deputed shift-wise to each place of work. A muster register containing the photo and relevant particular of the personnel engaged shall be submitted. The agency should issue photo identity cards to the personnel engaged at their cost.
46. The Successful Bidder shall arrange two (2) pairs of uniform per person for two years after commencement of contract. The workmen should wear uniform daily without fail, otherwise a penalty of Rs.100/- per head per day will be levied. The colour of Uniform will be decided by GM(CDN).
47. The contractor should inspect the site and any doubts shall be clarified from Administrative Manager, SCCL, Hyderabad before submitting their offers.
48. The Contractor has to pay the minimum wages of labour in force from time to time. Any lapse in this regard will be viewed seriously and the tender will be cancelled immediately, if the Contractor fails to pay the minimum wages in vogue.
49. The Contractor has to take the required labour license,
50. Provident fund for the labour is to be arranged by the Contractor as per the rules.

51. The Contractor has to extend the medical facility for the labour engaged if any accident occurs in the course of work. The safety of the workmen shall be solely responsibility of the agency.
52. ESI to be provided to all the workmen engaged by the Agency as the Company Hospitals are not available in Hyderabad.
53. The Contractor shall ensure that;
 - (i) All necessary Records shall be maintained by the contractor with regard to engagement of labour, payment of wages, EPF and ESI etc.
 - (ii) Minimum wages as declared by Govt. from time to time are paid to the labour by the Contractor. Any enhancement in minimum wages by Govt. of India/Govt.of Telangana during the subsistence of the contract and its extended period will be reimbursed by the Company for only labour component.
 - (iii) The contractor shall comply with the provisions of Employees Provident Fund scheme, as applicable to the contract labour engaged on the subject work and the contractor shall have applied for registration with the Asst. / Regional Provident Fund Commissioner and obtain an Independent Provident Fund code number allotted by the Asst/ Regional Provident Fund Commissioner.
54. The rates of items concerned under this contract are applicable for execution within S.C.Company Limits, Hyderabad.
55. In case of failure by the contractor / firm to execute the work within the period stipulated or sub-standard quality, the G.M (Coordination) of S.C.Company Limited shall have power to reject the whole work or part of work and to get it executed by other contractors instead. Any excess expenditure incurred to by S.C.Co.Ltd., over the contract price together with all charges and expenses attending such works shall be recoverable by S.C.Co.Ltd., from the contractor / firm. In addition, in such cases, the contract between the S.C.Co.Ltd., and such default contractor / firm will be cancelled and his name will be removed from the Register of Contractors maintained by the department.
56. The Contractor shall be responsible for and shall pay any compensation of his workmen payable under the Workmen's Compensation Act, for the injuries caused to the workmen during the course of employment under Section.12 and 13 of Workmen's Compensation Act. Safety gadgets like safety belts, helmets, shoes etc., should essentially be provided by the contractor only, where ever required.
57. The Successful Tenderer will have to abide by all the provisions of all applicable statutes including labour, taxation and other laws applicable in its establishment during the period of its engagement and shall be responsible and accountable for breach or violation of any of the provisions of any Act, Rules & Regulations, Notifications and Circulars issued from time to time by the Govt. of India or the State Govt. The Successful Tenderer is solely responsible for any sort of legal complications whatsoever in this regard.
58. The Successful Tenderer at a later date shall not make any pleas ignorance of relevant laws and shall not blame SCCL for any such, ignorance on their part. All the statutory taxes must be borne by the Successful Tenderer and their rates applicable shall be as per government

orders/amendments issued from time to time. SCCL shall not be responsible for any liability of what so ever nature under this contract. In case of any such liability, the SCCL stands indemnified by the Successful Tenderer.

59. The Agency should possess a valid certificate of registration in providing at least 20 personnel in any Govt./Reputed Organization as per section 12 of Contract Labour (Regulation & Abolition) Act 1970 and 1971 and amendments issued from time to time and produce the certificate along with Tender Schedule. The Agency shall ensure that the license is kept valid during the tenure of this contract with SCCL.
60. The Agency shall observe and follow all the rules and regulations of the a) Labour Contract (Regulation and Abolition) Act, 1970 & 1971 b) Employees' Provident Funds and Miscellaneous Provisions Act, 1952 and rules thus amended from time to time and further undertake to indemnify SCCL from all liabilities under the said Act.
61. The Agency shall replace any personnel whose performance, manners and efficiency are found to be unsatisfactory as ordered by the SCCL. No residential accommodation and transportation etc. will be provided by the Department.
62. Payment of Bonus will be made under payment of Bonus Act 1965 to contract workers engaged on outsourcing activities through Contractors/Agencies in SCCL @ 8.33% (Circular No.CRP/PER/IR/C/85/587, dt. 08.05.2018).
63. Every month, the agency has to produce proof duly showing the remittance of PF, ESI and all statutory deductions as per Rules etc.
64. If any legal complication arises at any time on payment of wages under the Rules and Acts in force, it is the entire liability and responsibility of the Agency and the SCCL is in no way concerned and responsible.
65. The GM (Coordination) of SCCL reserves the right to accept/reject any of the offers of any/all the Agencies without assigning any reasons thereof. The decision of the GM (Coordination), SCCL will be final. The GM (Coordination), SCCL reserves the right to allot the work to one agency or to more than one agency as per the discretion of the authority.
66. No part of the contract shall be subject to any change whatsoever without written permission of the DGM (Purchase), SCCL nor shall transfer be made by power of attorney, authorizing others to receive payment on the agency's behalf. The agency shall not sublet either whole or in part to any agency.
67. Even though the Agency meets the above qualification criteria, they are subjected to be disqualified if they have made misleading or false representation in the forms, statement and attachments submitted in proof of the qualification requirement and/or record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failure etc.
68. The Successful Tenderer will have to abide by all the provisions of all applicable statutes including labour, taxation and other laws applicable in its establishment during the period of its engagement and shall be responsible and accountable for breach or violation of any of the provisions of any Act, Rules & Regulations, Notifications and Circulars issued from time to

time by the Govt. of India or the State Govt. The Successful Tenderer is solely responsible for any sort of legal complications whatsoever in this regard.

69. Copies of the following shall be uploaded along with the offer.

- a. Copy of Electrical Contractor's License – issued by Telangana Electrical Licensing Board.
- b. The Contractor/Agency should have minimum 3 years of experience in last 5 completed financial years (2017-18 to 2021-22) in maintenance of 11KV substation and maintenance of electrical installations at SCCL/CIL/Govt. Organizations/PSUs and should produce previous order copies & performance reports.

6.0 **TERMINATION**

a) Termination for not commencing the work:

SCCL reserves the right to terminate the work in case the successful tenderer fails to commence the work within 30 days from the date of receipt of LOI/work order.

b) Termination of work due to poor performance:

If the work of the Contractor is not satisfactory and if he fails to comply with the conditions of the agreement, the contract shall be terminated without any prior notice or assigning any reason.

c) The contract in general can be terminated by SCCL by giving 7 (seven) days notice.

7.0 **Penalties:**

a) **Penalties in case of termination for not commencing work:** In case of termination of contract under clause 7.0(a), the Security deposit shall be forfeited.

b) If the service provided by the successful Tenderer is found to be unsatisfactory, a penalty of 10% from the monthly bill will be levied along with applicable GST. Prior to this, a notice will be served for improvement. If no improvement is made in spite of levying the penalty and notices, Contract will be terminated, besides black listing of the successful Tenderer for further business with the company and Security Deposit & further security deposit shall be forfeited and no claim whatsoever shall be entertained. SCCL reserves the right to evaluate the performance of the successful tenderer and the successful tenderer cannot dispute or question the decision taken by SCCL in this regard.

c) If the successful tenderer fails to fulfill the contract terms & conditions and services are stopped due to failure, contract will be terminated without any prior notice and the Security deposit & further security deposit will be forfeited, along with applicable GST.

PART – ‘B’

1.0 COMMERCIAL TERMS AND CONDITIONS:

1.1 Security Deposit:

- i) The EMD will be converted as Security Deposit on award of work.
- ii) The successful Contractor has to submit a BG for 3% of annualized contract value at the time of agreement, as Further Security Deposit in the form of FDR on any nationalized bank in favour of M/s Singareni Collieries Company Limited, Hyderabad.
- iii) Both Security deposit & Further Security Deposit which shall be refunded after satisfactory completion of contract period of two years.

1.2 Payments:

- (a) The payment will be made once in a month subject to submission of satisfactory performance certificate issued by Administrative Manager, Hyderabad, duly deducting the statutory taxes levied by State/Central/Local bodies etc., from time to time.
- (b) The monthly bill includes Service charges, wages for the no of manshifts for that particular month as certified by the officer in-charge and GST at applicable rate. To take care of revision on Category wise minimum wages, the same shall be paid at actual from time to time.
- (c) The Successful Tenderer should follow all the Labour Legislations statutory provisions as per applicability and as amended from time to time including the minimum wages act. Only after production of proof of remittance of all statutory deductions of previous month, the bills for succeeding month will be cleared.
- (d) To avoid inconvenience in production of current month's documents mentioned above, first month bill shall be released without production of these documents and sub-sequent month's bills shall be released only on production of the said documents pertaining to previous month. For settling the final bill, the last month document shall be enclosed.
- (e) If any legal complication arises at any time on payment of wages under the Rules and Acts in force, it is the entire liability and responsibility of the successful Tenderer and the SCCL is in no way concerned and responsible.

**COPIES OF FOLLOWING DOCUMENTS TO BE ENCLOSED
ALONG WITH TENDER DOCUMENT**

1. **Experience:** The Contractor/Agency should have minimum 3 years of experience in last 5 completed financial years (2017-18 to 2021-22) in maintenance of 11KV substation and maintenance of electrical installations at SCCL/CIL/Govt. Organizations/PSUs and should produce previous order copies & performance reports.
2. **Annual Turnover:** The Agency should have minimum turnover of ₹25.00 lakhs in last three completed financial years i.e., 2019-20 to 2021-22 or should have cumulative of ₹75.00 lakhs in last three completed financial years i.e., 2019-20 to 2021-22. The same is to be certified by Chartered Accountant.
3. **E M D details (DD or Cheque):in favour of SCCL Kothagudem payable at kothagudem**

Bank Name	
Branch	
DD / Cheque No.	
Amount	₹

4. To submit e-invoice if turnover exceeds ₹500.00 Crores in any of the financial years starting from 2019-20, 2020-21 and 2021-22. As per the following Proforma.

<u>PROFORMA</u>		
<u>Our turnover is not exceeded ₹500.00 crores during Financial years from 2019-20, 2020-21 and 2021-22</u>		
Name:		
Designation:		
Company Name:		
GSTIN	E-invoicing applicability	SEZ Status (Yes/No)
Any loss of ITC or discharge of interest and penalty arising to SCCL due to any misinformation from us, we are liable to reimburse the same to SCCL on the basis of this declaration.		
SIGNATURE OF OWNER WITH STAMP/SEAL		

Authorised signature
Firm' Stamp

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 Annual Maintenance Contract of 11KV Substation and Maintenance of electrical installations at Singareni Bhavan, Lakdikapul, Hyderabad for a period of Two years. -reg

Enquiry No: XXXXX

Dear Sirs,

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

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

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

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

Yours faithfully,

(Signature of the Firm)

(Seal of the Firm)

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

ANNEXURE - V

Sub: Letter of Bid for Annual Maintenance Contract of 11KV Substation and Maintenance of electrical installations at Singareni Bhavan, Lakdikapul, Hyderabad for a period of Two years. -reg

Enquiry No: XXXXX

Acceptance of Commercial Terms (ACT) and Conditions by the Bidder

SI No	Commercial Terms of NIT	Acceptance of Bidder
1	Instructions to Bidder (Submission/Evaluation of Bid, etc)	Accepted
2	Bid Validity	Accepted
3	Prices are Firm on FOR Destination	Accepted
4	Submission of Import Document in case of Import & Supply by Agent	Accepted
5	Submission of 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 Technical specifications of NIT	Accepted
15	Performance Bank Guarantee as per NIT	Accepted
16	Currency of Bid	Accepted
17	Price Fall clause	Accepted
18	General Terms and Conditions	Accepted
19	Civil court clause	Accepted

(Signature of the Firm)

(Seal of the Firm)

THE SINGARENI COLLIERIES COMPANY LIMITED

OTHER COMMERCIAL INFORMATION

Subject of the enquiry: Procurement of Annual Maintenance Contract of 11KV Substation and Maintenance of electrical installations at Singareni Bhavan, Lakdikapul, Hyderabad for a period of Two years. – reg.

Enquiry No. and date: XXXXXX

SI No	Particulars	Details
1	Details of EMD (if applicable)	
2	Proof of being Manufacturer (for tendered item)	
3	Type of Registration (SSI/NSIC/DGS&D etc.)	
(a)	Document reference no. & date	
(b)	Issued by	
(c)	Registration Number	
(d)	Name of the Registering Authority.	
4	Validity of offer (180 Days From date of Opening of Techno-Commercial Bid)	
5	GST Details	
(a)	GSTIN	
(b)	Rate of GST	As quoted in Price Bid
6	Packing & Forwarding Charges (Inclusive/Extra- Rate in % to be indicated)	As quoted in Price Bid
7	Freight & Insurance charges (Inclusive/Extra - Rate in % to be indicated)	As quoted in Price Bid
8	PAN NO	
9	Payment details (for EFT)	
(a)	Account Name	
(b)	Banker's Name	
(c)	Branch	
(d)	Address, City/Town, District, State	
(e)	Account type	
(f)	A/c No & EFT No	
(g)	IFSC Code	
10	MSME (Applicable/Not Applicable)	
(a)	If applicable, indicate Registration No. & Registering Authority	
11	Vendor Code of the bidder (if registered in SCCL)	
12	Prices	The prices quoted are FIRM on FOR DESTINATION
13	Delivery Schedule	As per the requirement of G.M.(Coordination)
14	Supply Capacity of the firm (per month)for SCCL	

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

Other documents and undertakings to be submitted by firms on their letter heads signed and stamped

DECLARATION CERTIFICATE

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

- i) I/WePartner/Legal Attorney/Proprietor / Accredited Representative of M/s..... declare that we are submitting our tender for the supply of materials vide our offer No..... dated
- ii) The contents of the offer given after fully understanding and all information furnished by me / us are correct and true and complete in every respect.
- iii) All documents/credentials submitted along with the tender are genuine, authentic, true and valid.
- iv) If any information or document submitted is found to be false / incorrect, the said offer shall be considered absolutely null & void and action as deemed fit may be taken against me / us including termination of the contract, forfeiture of all dues including EMD/Security Deposit and blacklisting of my / our firm and all partners of the firm as per provisions of Law."

Signature of the Tenderer

Date

Seal of the Firm

ANNEXURE - VIII

NON-BANNING OR DELISTING CERTIFICATE:

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

Signature of the Tenderer

Date

Seal of the Firm

ANNEXURE - IX**List of documents to be up loaded**

SI No	Document name
1	In case of claiming exemption for EMD, copy of SSI/NSIC/MSME with validity period
2	Commercial information
3	Letter of bid (LOB) duly signed by the bidder.
4	Acceptance of Commercial Terms
5	GST Registration Certificate
6	Declaration and No-banning certificate duly signed by the bidder.
7	Copies of Previous Purchase orders placed by SCCL / Government organizations / PSUs / Subsidiaries of CIL
8	Copies of Satisfactory performance report issued by Government organisations / PSUs/ Subsidiaries of CIL for the previous orders submitted.
9	(Other certificates as per NIT like BIS/IS Certification, Legal metrology approval, DGMS approval, Electric regulatory authority etc. etc)
10	Any other documents as per NIT

NIT DOCUMENT**A. GENERAL INSTRUCTIONS:**

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

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

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

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

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

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

b. Purchase preferences:

No purchase preference shall be given to SSIs / NSIC / MSMEs/Govt. Undertakings / PSUs / APHMEL except for ancillary units of the SCCL for Ancillarized items .

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

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

6. CORRESPONDENCE / DISPUTES DURING ENQUIRY STAGE:

No correspondence / disputes will be entertained before placing order and the decision of the SCCL shall be final. In case of any dispute, after placement of order / contract, the matter will be dealt as per the civil court clause mentioned in the NIT document

7. COMMENCEMENT OF ORDER:

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

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

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

~~12. If the bidder is a manufacturer, in proof of the same the bidder shall submit a copy of valid Manufacturing license/ NSIC/SSI/MSME/Factory/Govt Doc/BIS along with the bid. Otherwise the offer is liable for rejection.~~

~~If the bidder is an authorized dealer, the bidder shall submit copy of valid dealership certificate issued by manufacturer with manufacturer's valid manufacturing license/ NSIC/SSI/MSME/Factory/Govt Doc/BIS. Otherwise, the offer is liable for rejection~~

~~13. In case, the enquired items are to conform to BIS / IS specification(s) as per NIT document, the bidder shall submit a copy of valid BIS / IS license along with its annexures if any.~~

~~14. Bidder shall accept the quantity tolerance limit, if any, as per NIT.~~

~~15. The approximate weight & Packing dimension of goods offered, wherever required should be mentioned.~~

~~16. In case, the Equipment / items enquired require approval of DGMS for use in coal mines, Bidder must submit copy of valid DGMS approval along with offer. Otherwise, the offer is liable for rejection. In case, the validity of DGMS approval / any certificate / license requested in the NIT is expired, the bidder shall submit documentary proof to the satisfaction of SCCL that the bidder has initiated action for renewal of approval and give an undertaking that copy of valid DGMS approval / any certificate / license requested in the NIT would be submitted before dispatch of the Equipment / Items to consider the offer.~~

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

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

~~**18. INSPECTION CRITERIA:**~~

~~SCCL at its option may carryout inspection of the items enquired at manufacturer's site or at SCCL's site. SCCL may engage third party like RITES or M/s PDIL Ltd., or MECON Ltd., & CMPDIL Ltd., etc to carry out such inspections.~~

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

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

~~b. All Plant & Machinery and Equipment shall have supplier's Guarantee for material, design, workmanship and performance for a period of 12 months~~

~~from the date of commissioning or 18 months from the date of dispatch, whichever is earlier.~~

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

20. ELIGIBILITY CRITERIA FOR COMMERCIAL ORDER:

ELIGIBILITY CRITERIA:

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

PROVENNESS CRITERIA:

- ~~a) The equipment / item to be offered by the bidders' shall be considered proven provided the equipment / item offered or similar equipment / item of higher specification must have been supplied not prior to 7 years from the date of opening of tender to the Mining Industry and / or to the other industries (Private or Government/ Public Sector Undertaking) and performed satisfactorily for a period of not less than one year from the date of commissioning.~~
- ~~b) If the equipment / Item offered is supplied and has been commissioned at SCCL, at least one year prior to the date of publishing of this enquiry, its performance will be considered for evaluation. However, bidders are invariably required to upload the previous order copies of SCCL, if any.~~
- ~~c) The bidders should essentially submit authenticated copies (ink signed and stamped by the original manufacturer) of supply orders received by them for the same /similar equipment / item offered with details.~~

- ~~d) Bidders are required to submit Satisfactory Performance reports for the supplies made against the order copies submitted.~~
- ~~e) In case of supply to Govt. Sector/Public Sector, satisfactory performance report issued by authorized representative of the Company, duly signed and stamped, confirming that the quoted item or similar item of higher specification have performed satisfactorily for a minimum period of 1 year from the date of commissioning of the item shall be considered valid. If the bidder submits two consecutive orders from the same Govt. firm/Public Sector firm/same subsidiary with a gap of 12 months from the date of commissioning for equipment and 6 months from the date of supply for the consumables, the performance reports will not be insisted.~~
- ~~f) In case of Private Sector, detailed Satisfactory Performance Report issued by Chief Executive Officer / Director (Head of Operations) / Head of the Project or Mining Unit shall be considered valid. In such cases, the name and designation of the signing authority should be clearly indicated in the Performance report and the reports should be authenticated and stamped by the bidder.~~
- ~~g) In case the bidder is unable to submit performance reports, a self certification duly signed and stamped by the bidder, confirming that the equipment / item offered or similar equipment / item of higher specification, supplied to any Govt. sector / public sector, have performed satisfactorily for a minimum period of 1 year from the date of commissioning of the equipment / item and there are no warranty / guarantee claims pending, shall be considered. Self certification is not acceptable for the supplies made to private firms.~~

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

- h) In case, if at any point of time during procurement process or subsequently, it is detected that the above information given by the bidder regarding performance of the item supplied by them is false, SCCL reserves the full right to take action as deemed fit including rejection of the offer and / or debarring the bidder in SCCL for all future tenders.
- i) *In case the offered equipment / item or similar equipment / item of higher specification have been supplied by the tenderer or their authorized dealers to SCCL and if such equipment / item has completed required period of performance as stipulated above, for the purpose of ascertaining the proven-ness, the performance established in SCCL, as per internal performance reports obtained from user Areas/departments, will prevail over the performance reports issued by other firms submitted by the bidder. However, other performance reports submitted by the tenderer will be considered and **the decision of SCCL will be final.***

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

21. EARNEST MONEY DEPOSIT (EMD):

a. Submission of EMD:

~~It is mandatory for all participant bidders to electronically pay EMD Online by utilizing the "Payment Gateway Service on e-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking/NEFT payment modes through ICICI Bank and/or Axis Bank Payment Gateways to facilitate the transaction. This is in compliance as per G.O.Ms.No. 14 Dated: 18-09-2017. Bank charges on the transaction amount payable shall be applicable. In addition to this, Bidders can also pay the EMD through Download of PDF format of RTGS Challan for respective Payment gateway and pay the EMD through their Parent Bank account. Once the EMD is received by the e-Procurement application, Bidders can automatically continue with their Bid Submission online.~~

- ~~i) For the benefit of participating suppliers/contractors/bidders, to facilitate them for payment of EMD/refund facility, the Government decided to make transactions more transparent, the following should be followed for the payments:~~
- ~~ii) All the payments towards the EMD should be paid through Net Banking/RTGS/NEFT/Credit Card/Debit Card only.~~
- ~~iii) When the payment of EMD is made through Net Banking/RTGS/NEFT from their registered bank accounts, the refunds will be reverted to those accounts only.~~
- ~~iv) When the payments of EMDs are made using the Credit Card/Debit Card, as per the VISA/Master Card guidelines, the refunds will be reverted to the Originating Card from which payment was made.~~
- ~~v) No transport contract either for sand or coal or any other material shall be considered without depositing the requisite EMD along with the tender.~~
- ~~vi) EMD amount shall not be sought under short fall documents.~~

b. Note Regarding EMD Payment:

- ~~i) Bidders are encouraged to use only Net banking facility for payment of EMDs as far as possible for faster refunds in case of unsuccessful Bids for the Tender.~~
- ~~ii) Bidders are advised not to use RTGS Challan downloads at the penultimate hour of Bid submission closing as any delay by their banker would not enable Bid submission on the platform. Please allow a minimum of 60 minutes for enabling "Continuation of Bid Submission" from the time the Pool Account receives credit of the EMD from the Bidder's Bank for both NEFT and RTGS Transfers. For RTGS Transfers, the Pool Account can get immediate credit whereas NEFT transfers would follow RBI Payment Cycle time.~~

- iii) ~~Bidders are advised to pay EMD Online at least T-1 or T-2 days before Bid submission closing date (T= Bid submission closing date) to avoid last minute delays and denials of successful Bid submission and to take care of any delays in Banking procedures.~~

~~c. EMD Refund process:-~~

~~For Unsuccessful Bidder~~

~~The bid is declared unsuccessful, under the following circumstances.~~

- i) ~~Bid submitted by the bidder is not the lowest bid upon Finalization of the L1 Bid.~~
- ii) ~~Technical / Commercial Disqualification of the Bid.~~
- iii) ~~EMD paid but bid not submitted.~~
- iv) ~~EMD refund will be initiated by the Tender Inviting Authority directly and through Online only and through the same payment channels as EMD received by the Department. (RTGS / NEFT /Credit Card /Debit Card refund), within 30 days from the date of publishing the Decision /Result.~~
- v) ~~EMD of unsuccessful bidders will be refunded immediately by TSTS after the bidder is declared unsuccessful.~~

~~For Successful Bidder:~~

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

~~d. Note Regarding EMD Refunds:~~

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

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

e. Exemption for submission of EMD:

The following are exempted from submission of EMD:

- ~~i) All Government Undertakings.~~
- ~~ii) OEM /OES /OPM or their authorized dealers with tender specific authorization for supply of spares & services~~
- ~~iii) Foreign manufacturers for supply of spares and capital items, if they are Proven Suppliers to SCCL for the enquired items.~~
- ~~iv) Firms registered under Micro, Small and Medium Enterprises Development (MSMED) Act for enquired items. This is applicable for procurement of only items produced and services rendered by MSEs, but not for trading activities.~~
- ~~v) Ancillary Units / Subsidiaries of SCCL.~~

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

~~Note: MSME Firms submitting their bid as an authorized dealer are not eligible to claim exemption of EMD.~~

f. Forfeiture of EMD:

EMD of the Bidder will be forfeited **along with applicable GST** in the following circumstances:

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

22. OFFER VALIDITY:

Bidder shall keep the offer valid for a period of 4 months from the date of opening of the tenders. The offer with less validity period than stipulated is liable for rejection.

23. BIDDER'S DETAILS:

Bidder shall furnish the following information:

- a. Name and address, Phone number, Fax number, e-mail ID and Name of the contact person.
- b. Indicate clearly, the constitution of the bidder i.e., Sole Proprietorship, Partnership, limited liability company etc., together with names of proprietor, partners and directors respectively.

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

24. DELIVERY TERMS

I. For Domestic Bidders:

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

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

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

FOR destination: For bulk items point of delivery shall be mentioned as (Respective store). For other minor items point of delivery shall be the transporters' godown or respective stores at the following places:

~~KGM Area stores/Central stores — transporters' godown — at Kothagudem;~~

~~MNG stores — transporters Go downs at Manuguru;~~

~~YLD stores — transporters — Godowns at Yellandu;~~

~~BHPL — transporters Godowns at Bhoopalpalli;~~

~~RG — II, RGII-OC3, RG — III OC1 & RG — III OC2 stores — — transporters~~

~~Godowns at Godavarikhani / Ramagundam;~~

~~SRP & STPP stores — transporters Godowns at Mancherla;~~

~~MM — transporters — Godowns at Mandamarri/Mancherla / Bellampalli;~~

~~Goleti stores — transporters — Godowns at Mancherla / Bellampalli.~~

II. Overseas Supplies

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

Computation of Landed cost in case of Import of Goods

Sl No	Particulars	Basic Customs duty @7.5%			Basic Customs duty @10%		
		FOB		CIF	FOB		CIF
		Other than USA, Canada, Japan	For USA, Canada, Japan	-	Other than USA, Canada, Japan	For USA, Canada, Japan	-
1	FOB Price(Cost) C	100	100		100	100	
**2	Marine Freight on FOB @ 10% other than USA/12% USA	10	12		10	12	
3	Cost + Freight (1+2)	110	112		110	112	
**4	Marine Insurance @ 0.035% of (3)	0.039	0.039		0.0385	0.0392	
5	CIF value (3+4)	110.039	112.039	100	110.0385	112.0392	100
6	Landing charges@1%on CIF	0	0	0	1.1004	1.1204	4
7	Assessable Value(5+6)	110.039	112.039	100	111.1389	113.1596	104
*7a	Basic Customs duty @7.5% on 7	11.004	11.204	10	8.335	8.487	7.575
7b	E. Cess & S.H.E.Cess @ 3% on 7a	1.100	1.120	1.000	0.833	0.849	0.758
*7c	IGST @ 18% on (7+7a+7b)	21.986	22.385	19.980	21.656	22.049	19.680
*7d	Compensation Cess, if any	-	-	-	-	-	-
8	Taxes on Assessable value (7a+7b+7c+7d)	34.090	34.709	30.980	30.824	31.385	28.012
9	GST on Marine Freight [(2)*5%]	0.500	0.600	-	0.5	0.6	
9A	-GST on Marine Insurance premium [(4)*18%]	0.007	0.007	-	0.007	0.007	
10	Sub total (7+8+9+9A)	144.636	147.355	130.980	142.470	145.151	129.012
**10A	Port Handling & other charges@5% on FOB/CIF	5.000	5.000	5.000	5.000	5.000	5.000
10B	GST on Port Handling and other charges [(10A)*18%]	0.900	0.900	0.900	0.900	0.900	0.900
11	Sub Total (10+10A+10B)	150.536	153.255	136.880	148.370	151.051	134.912
12	Less Landing charges(6)	0	0	0	1.100	1.120	4
13	Total(11-12)				147.270	149.931	133.912
-	Conversion Factor for loading (13/1)	150.536	153.255	136.880	1.473	1.499	1.339
-	Less: Input Tax Credit (7c+7d+9+9A+10B)if yes	23.393	23.892	20.880	23.062	23.556	20.580
16	Total(13-15)						
17	Conversion factor for loading (16/1)	127.143	129.363	116.000	124.207	126.375	113.332

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

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

** Percentages adopted for computation of Marine Freight, Port Handling & Other Charges are as per the previous Standard NIT

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

25. STATUTORY TAXES, DUTIES AND LEVIES ETC. :

a. Goods and Service Tax (GST):

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

- ix) GST rate quoted in price schedule of bidding documents shall be the rate that Should be levied by the successful bidder in the invoices. Any deviation from the same shall not be reimbursed by SCCL unless it is due to statutory variations. It is the responsibility of the contractor/supplier to quote the correct applicability rate of GST at the time of bidding .However, in case of change in law or applicable GST rates, applicable tax amount shall be reimbursed by SCCL as per applicable provisions
- b. Customs Duty (CD), Integrated Goods and Service Tax(IGST), Compensation Cess, if applicable:
CD, IGST, Compensation Cess, if leviable, are applicable for overseas supplies. However, the bidder has to quote on FOB/CIF price basis only. For like to like comparison, loading will be done by SCCL as per the applicable rates.

c. Royalty:

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

d. Any other Taxes / Duties applicable:

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

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) : 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.

27. ~~ERECTION & COMMISSIONING / REPAIR / MAINTENANCE CHARGES:~~

- a. ~~When the enquiry / offer require erection & commissioning of equipment at site, the bidder may quote charges for the same along with service tax separately.~~
- b. When the enquiry / offer are for repairs / maintenance with or without supply of spares (i.e. CMC / AMC), the bidder shall quote charges for the same along with service tax separately.

28. SUBMISSION OF BIDS ON FIRM PRICE BASIS:

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

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

29. SCCL PAYMENT TERMS: (Annexure – II)

I. For Domestic Supplies: (Annexure – II)

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

~~a. For Capital Items :-~~

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

~~b. For Revenue items:~~

~~For regular commercial orders placed on domestic suppliers, 100 % value of the items supplied along with 100 % Taxes / Duties / Cess / Levies~~

~~applicable as per terms and conditions of the order will be made within 30 days from the date of receipt and acceptance of material at SCCL stores.~~

e. 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 of consignment value* will be opened subject to acceptance of the order and submission of bank guarantee for 10% of respective consignment value. In case the firm wants confirmed Letter of Credit, the charges shall be borne by the firm.~~

- ~~i) 80% of FOB value of equipment & spares will be released at sight of shipping documents along with DGMS approval if required.~~
- ~~ii) Balance 20% of FOB value of the equipment along with 100% charges for erection & commissioning of the equipment, if any, will be released after successful erection, commissioning and testing as specified in the order.~~
- ~~iii) In case of spares, balance 20% payment will be released after receipt and acceptance of the material.~~

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

30. DELIVERY SCHEDULE:

- ~~i) Bidders must clearly mention lead time required and delivery schedule in the bids for the enquired items. Successful bidder shall supply the enquired items in accordance with lead time and delivery schedule as indicated in the Commercial Bid Format or confirmed during techno-commercial negotiations.~~
- ~~ii) In case of overseas suppliers: Bidders must clearly mention lead time required and delivery schedule in the bids for the enquired items. Successful~~

~~bidder shall supply the enquired items in accordance with lead time and delivery schedule as indicated in the Commercial Bid Format or confirmed during techno-commercial negotiations or in accordance with the specified delivery schedule notified in the NIT as consignment wise letter of credit will be opened based on the delivery schedule.~~

~~31. **LIQUIDATED DAMAGES (LD):**~~

~~In the event of supply not being effected within the contractual delivery schedule, liquidated damages @ 0.5% of basic price, not by way of penalty, of the value of the material per week of delay or part thereof subject to a maximum of 10% is recoverable from the supplier without prejudice to the rights of purchaser to procure the balance material at the risk and cost of the supplier. The payment or deduction of such damages shall not relieve the supplier from the contractual obligation to complete the supply or balance portion thereof in time as stipulated in the contract.~~

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

32. FORCE MAJEURE CONDITIONS:

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

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

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

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

33. PERFORMANCE BANK GUARANTEE (PBG):As per annexure 1

- a. The successful bidder, within one month from the date of receipt of letter of intent / firm order should submit a Consolidated **Bank Guarantee**

issued by any Public Sector Bank/Private Bank incorporated in India having network of ₹ 5,000.00 Crores and above for the previous Financial Year as mentioned below as per Proforma enclosed (Annexure – VI): However, where value of BG is Rs.5 lakhs and above, the BG should be obtained from the bank branches situated at Hyderabad / Kothagudem or operative and payable at bank branches situated at Hyderabad/ Kothagudem.

- i) ~~10% of the order value for supply of equipment~~
 - ii) ~~5% of the order value for supply of sub-Assemblies / spares.~~
 - iii) ~~2.5% of the order value year for supply of sub-assemblies/ spares on rate contract per basis.~~
 - iv) ~~10% of consignment wise value in case of overseas supplies where payment is by way of Letter of Credit.~~
 - v) 3% of the Annualized Contract value.
- 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 of items being procured with staggered delivery, firms registered as MSME/NSIC/SSI units may submit consignment wise performance bank guarantee along with each supply to respective paying authorities instead of consolidated bank guarantee for total value of the order
- e. 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 **along with applicable GST.**
 - ii) The amount deducted as mentioned at clause No. 33(c) will be forfeited **along with applicable GST.**

As the system of permanent BGs is dispensed with, the successful bidder though submitted Permanent Bank Guarantee have to submit Performance BGs as per clause 33.(a).

34. PRICE FALL CLAUSE:

Bidder shall pass on the benefit to the SCCL on its own, in case the bidder sells same item to any Public or Private sectors within a period of 6 months from the date of receipt of order at price less than the price offered to SCCL with same terms and conditions, otherwise, SCCL reserve its right to recover 1½ times the

difference amount from the running bills anywhere in the company for the items delivered and to be delivered. In case the running bills amount is not sufficient, SCCL may give notice to pay the amount, the bidders shall pay the amount within 15 days of receipt of the notice, otherwise the amount will be recovered by invoking the Performance Bank Guarantee.

35. RISK PURCHASE CLAUSE:

In case the supplier fails to deliver the goods / items within the delivery schedule prescribed in the order and SCCL is forced to purchase such goods / items from any other source at a higher price, the supplier shall pay the difference amount to SCCL. The defaulted supplier shall have no claim over the quantity, which they failed to supply.

Additional expenditure if any will be recovered from running bills of defaulted supplier anywhere in the company. In case the running bills amount is not sufficient, the defaulting supplier shall pay the amount within 15 days of receipt of the notice from SCCL. Otherwise the amount will be recovered by invoking the Performance Bank Guarantee.

~~36. QUANTITY/PERIOD VARIATION:~~

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

~~ii. The bidder shall agree to accept part order at unit prices without limitation and accept to enhancement of ordered quantity/period up to 25% during the order validity period at the same price, terms and conditions of original order.~~

37. UNSOLICITED DISCOUNT:

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

SCCL reserves the right not to accept the lowest bid.

~~38. If goods are supplied in standard packing, tins, bundles, sets, kits, pairs, clear details as to the contents of each standard packing with particulars like Numbers / weight / capacity and the rate per standard packing should be quoted.~~

~~In case of pairs, the rate per pair should be quoted. Weights quoted should be in Metric system only.~~

~~39. OEM or Manufacturers of sub-assemblies / spares or their authorized dealers while submitting offers shall submit current price list along with the offer.~~

D. INSTRUCTION TO FILL PRICE BID & EVALUATION CRITERIA:

40. BIDDING CURRENCY:

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

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

42. PRICE BID EVALUATION CRITERIA:

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

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

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

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

GENERAL TERMS & CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

45. ~~PACKING:~~

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

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

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

47. DISPATCH DOCUMENTS:

a. ~~Domestic Supplies:~~

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

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

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

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

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

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

b. Overseas Supplies:

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

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

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

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

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

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

50. DISPATCH TO WRONG DESTINATION:

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

51. BANK CHARGES:

a. Wherever under this order full/part payment is accepted against documents sent through Bank, it is made clear that no Bank charges or Bank Interest would be paid. In case such interest is still charged, the Singareni Collieries Co. Ltd., reserves the right to refuse to retire the documents, altogether and resultant demurrages, rebooking charges, etc., would be entirely to suppliers account.

- b. The Singareni Collieries Co. Ltd., do not accept any conditions/stipulations for release of documents in certain number of days. However, the suppliers should ensure presentation of documents in time to see that no demurrage is incurred.

52. DEMURRAGE / WHARFAGE:

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

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

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

53. LIQUIDATED DAMAGES FOR DELAYED SUPPLIES:

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

54. EXTENSION OF TIME:

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

55. CANCELLATION OF CONTRACT IN PART OR IN FULL:

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

56. CONSEQUENCES OF BREACH:

a. Deliveries:

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

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

Or

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

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

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

57. LAWS APPLICABLE:

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

58. INDEMNITY:

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

59. SETTLEMENT OF DISPUTES:

1. Dispute resolution

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

2. Conciliation

- 2.1 In the event of any dispute or differences arising directly or indirectly out of Purchase Order / Contract / Agreement or otherwise, the Parties undertake to use all reasonable endeavours to resolve such disputes amicably. In this regard, if the dispute is raised by the Contractor, he shall make a request in writing to SCCL for settlement of such disputes/ claims within 30 (thirty) days of arising of the cause of dispute/ claim failing which no disputes / claims of the Contractor shall be entertained by SCCL.

2.2 If the disputes cannot be settled amicably, the disputes shall be taken for civil court as provided in Clause 3 below.

3. Civil Court

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

No dispute shall be referred to Arbitration other than civil courts. No dispute shall be entertained in any form and on any matter pertaining to contract except herein above mentioned.

60. 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.

61. 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.

62. LIMITATION OF LIABILITY:

~~Except in cases of criminal negligence or will full misconduct, the aggregate cumulative liability of the Supplier shall in no event whatsoever, exceed the contract price of the equipment which caused such liability.~~

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

A handwritten signature in blue ink, appearing to read 'N. S. S.', with a horizontal line underneath.

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

PERFORMANCE BANK GUARANTEE

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

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

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

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

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

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

We _____ (The Bank) further agree that a mere demand by the

company is sufficient for us to pay the amount covered by the bank guarantee in the manner and within the time aforesaid without reference to the supplier and no protest by the said supplier can be a valid ground for us to decline or fail or neglect to make payment to the company in the manner within the time aforesaid.

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

The guarantee shall remain in force for a period of _____months from the date of dispatch or _____months from the date of commissioning whichever is earlier, in period of time subject to further that the company shall have no right under this bond after the expiry of the above period from the date of execution and we _____(The Bank) shall be relieved and discharged from all liabilities under this guarantee thereafter. The above Bank Guarantee is operational for all purpose at our _____Branch, Hyderabad / Kothagudem and We are liable to pay the Guaranteed amount or any part thereof under this guarantee at our _____Branch, Hyderabad / Kothagudem.

Contact details of the Banker:

Postal Address:

Phone & Fax Number:

Mail-Id :

Note: The claim period of the Bank Guarantee shall be 12 months over and above the validity of the Bank Guarantee.

ITEMS IDENTIFIED FOR ANCILLARISATION

1.	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 AC motors up to 6.6 KV grade and 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, table, 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.