



THE SINGARENI COLLIERIES COMPANY LIMITED

(A GOVERNMENT COMPANY)

CORPORATE MATERIAL PROCUREMENT DEPARTMENT

KOTHAGUDEM COLLIERIES P.O - 507101

DIST: BHADRADRI KOTHAGUDEM - TELANGANA (STATE)

CIN: U10102TG1920SGC000571

TELEPHONE: 91-08744-243665 - EPABX: 08744-235500

TELE FAX: 91-08744-235567 / 235574; e-mail ID: gm_pd@scclmines.com

Company Web site: www.scclmines.com

GST NO: 36AAACT8873F1Z1

NOTICE INVITING TENDERS (NIT)

Sub: Hiring of photocopying machine for photocopying of documents at Singareni Bhavan, Hyderabad for a period of two years – reg.

Enquiry Number	C2124O0444 Dt: 27.03.2025
Tender ID	-
Tender Category	Products / Services
Order Type	Firm Order / Rate Contract
Mode of Tendering	Two Cover(Three part)
Number of Sources	Single / Two / Three / Multiple
Mode of enquiry	Open / Limited / Single (Nomination/Proprietary)
Tender Stages	Single Stage: PQ & Commercial Stage Two Stage:1) PQ Stage-(Technical Bid & Commercial Terms) 2) Commercial Stage-(Price Bid)
Input Tax Credit	Applicable / Not Applicable
Evaluation Type	Item-wise / Item Rate (Schedule-wise / Tender level)
Currency Type	INR / Multi Currency (INR, Euro, US Dollar, Pound, Australian Dollar & Yen)
Applicability of EMD	Not Applicable / Applicable (1% / Fixed Amount / Partial Amount / Schedule-wise Amount)

- Tenders are invited for Hiring of photocopying machine for photocopying of documents at Singareni Bhavan, Hyderabad for a period of two years.
- EMD:** The approximate value of the enquiry is Rs. 18.20 Lakhs (Rupees Eighteen Lakhs and Twenty Thousand only) **Bidder shall submit bids with EMD of Rs. 18,200.00 (Rupees Eighteen Thousand and Two Hundred only) and EMD in the form of Demand Draft in original drawn on any Nationalized Banks is to be submitted to the Singareni Collieries**

Company Limited payable at Kothagudem along with Bids. Otherwise bid is liable for rejection.

3. Please quote prices in Annexure-XIV(Price Bid) only and also submit signed copy of Annexure I & II, Annexures III, IV, V, VII, VIII, IX, X, XI, XII & XIII with full details along with signature and Seal of the Firm.
4. The offer shall be submitted in one sealed cover as under –

All documents including Demand Draft for EMD in one sealed cover.

Price Bid in another sealed cover.

And these two sealed covers shall be kept in another sealed cover and shall be sent to the following address.

The General Manager (MP) The Singareni Collieries Company Limited, KOTHAGUDEM – 507 101. Bhadradi Kothagudem District, Telangana.
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ENQUIRY CLOSING DATE&TIME: 18.04.2025 & 10.30 AM
ENQUIRY OPENING DATE&TIME: 18.04.2025 & 11.00 AM

SCHEDULE TIME FOR SUBMISSION & OPENING OF TENDERS

a. Schedule Time for Submission of Tenders:

Scheduled time for submission of Tender is up to **10.30 AM** on the closing date at the office of GM(Material Procurement), Head Office, M/s Singareni Collieries Company Limited, Kothagudem – 507101 or as notified in the NIT / corrigendum. Bidders shall submit the Bids either in person by dropping in the Tender Box provided at the office of GM(Material Procurement) or may send by post or courier. However, bids received after 10.30 a.m. on the closing date will not be accepted. SCCL is not responsible for postal / courier delays. Bids received late for whatsoever reasons will not be opened under any circumstances and would be returned to the Sender. The Tenders will be opened after 11.00 AM on the same day.

b. Schedule Time for Opening of Tenders:

On completion of the Tender closing time and after 11.00 AM on the same day, all the bids will be opened and sent for Technical and Commercial Evaluation.

c. Bids received by e-mail or Fax will not be accepted.

d. SCCL reserves the right to seek clarifications in respect of the bids / supporting documents, etc. from the bidders by letter / e-mail / fax.

Annexure - I**Sub: Hiring of photocopying machine for photocopying of documents at Singareni Bhavan, Hyderabad for a period of two years – reg.****Enquiry No. & Date: C2124O0444 Dt: 27.03.2025**

- 1) Eligibility: Vendors/Firms belonging to Hyderabad / Secunderabad and also Singareni Areas covered in districts of Khammam, Bhadradi Kothagudem, Jayashankar Bhupalpalli, Peddapalli, Mancherla and Kumarambheem Asifabad are eligible to participate in this tender.
- 2) Experience: The tenderer should have 2 years experience in carrying out similar job at any of the SCCL offices /Govt. departments & organizations/PSUs. The firm should submit relevant documents in proof to that effect.
- 3) Provenness Criteria:

The firm shall submit their Purchase Order copies along with satisfactory completion/ execution/ Performance Report of the purchase order submitted for the proof of experience.
- 4) Guarantee/Warranty: The firm has to do recopying if the indenter is not satisfied with the copying work. The firm has to arrange for photocopying work from other alternative source in case of failure of the machines during the period of contract.
- 5) LD Penalty: If the firm fails to commence the work within 15 days from the date of receipt of order/as per the delivery schedule given by the Administrative Manager, Singareni Bhavan, SCCL, Hyderabad, a penalty of Rs.400/- per day will be levied, along with applicable GST.
- 6) EMD: The approximately proposed basic value for two years will be ₹18.20 Lakhs and 1% of EMD amount on total value is ₹18,200.00 (Rupees Eighteen Thousand two hundred only).

Tenderer shall submit bid along with EMD. Bid submitted without EMD will be summarily rejected. The EMD shall be paid in the form of Demand Draft drawn on any Nationalized / Scheduled Banks located in Kothagudem in favour of The Singareni Collieries Company Limited, payable at Kothagudem, Bhadradi Kothagudem District (Telangana State).

7) Evaluation:Quantity:

Sl.No.	Item Description	Total Qty
01	A-4 SIZE – ONE SIDE	2,93,657 Nos.
02	A-4 SIZE – TWO SIDES	18,56,046 Nos.
03	FULL SCAPE – ONE SIDE	1,94,400 Nos.
04	FULL SCAPE – TWO SIDES	2,99,995 Nos.
05	SPIRAL BINDING OF BOOKS	1,237 Nos.

The L1 status of the bidders would be arrived based on the lowest total value of Sl.Nos.1, 2, 3, 4 & 5. The bidder has to quote for all the items, if the bidder(s) does not quote for all the items, the offer of the firm shall not be considered.

NOTE: If more than one bidder stood in L1 status, the Successful Bidder will be selected through a lottery system to be drawn at O/o GM (MP), Corporate, KGM.

- 8) The bidders are requested to quote basic rates independently for Sl.Nos.1, 2, 3, 4 & 5.

9) Payment Terms: As per NIT (Clause No. 30) and Annexure-II (Clause No.A(19)).

- 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

10) Performance Bank Guarantee (PBG): As per NIT (Clause No. 33).

11) Lead time & Delivery Schedule: The Firm shall commence the work within 15 days from the date of receipt of order/as per the delivery schedule given by the Administrative Manager, Singareni Bhavan, SCCL, Hyderabad.

12) Pre bid meeting: Pre- bid meeting will be conducted online and offline in the office of GM (MP) at 11.00 AM on 04.04.2025. VC link will be provided one day before on request. Email Id: gm_pd@scclmines.com

Annexure - II

(A) SCOPE OF WORK, OTHER TERMS AND CONDITIONS:

1. The Firm shall commence the work within 15 days from the date of receipt of order/as per the delivery schedule given by the Administrative Manager, Singareni Bhavan, SCCL, Hyderabad.
2. The machine to be allocated for the above purpose should be of **2021** and above Models only. The Machine shall be 55 PPM(Papers per Minute). Bill in proof of procurement of machine is to be produced after order is placed and before installation of machine.
3. 75 GSM paper is to be used for photocopying. Sufficient quantity of required material is to be kept ready in stock.
4. The duration of the contract is valid for two years.
5. The machine along with operator should be kept available on all working days of the SCCL during the contract period. The photocopying operator should be available in the room allotted between 9.30 AM to 6.00 PM.
6. The Photocopying machine should be maintained properly to give good quality Photocopying. If the quality of photocopying or the paper used for photocopying is not satisfactory, the payment for the same will not be paid by SCCL.
7. The machine should be in working condition at any given time. If machine is found to be not working on any day(Office working hours) by any reason whatsoever it may be which is attributable to the Firm, a penalty of Rs.400/- per day will be levied, along with applicable GST.
8. If the Firm is not able to provide photocopying on any day by any reason whatsoever it may be which is attributable to the Firm, the photocopying will be carried out by other agency and the difference of cost incurred by SCCL on this account will be recovered from the Firm 's subsequent bills / Security Deposit.
9. The rates quoted are firm till completion of the contract period of two years.
10. The rates quoted shall be including operator wages per month including eligible allowances as per Labour Act, Cost of required Material such as toner powder, paper etc.
11. The SCCL will not hold any responsibility regarding the appointment / salary etc., of the operator.
12. Any compensation to be paid for accidents / injuries to the firm personnel should be paid by the firm and the SCCL remains absolved of the responsibility of payment of such compensation.
13. Room will be provided in Singareni Bhavan, Red Hills by SCCL for keeping the photocopying machine and stationery. Firm has to provide photocopying machine with operator on all working days.

14. The firm has to make their own arrangement for locking photo-Copying machine and Stationery. SCCL is not responsible for any loss or damage caused to the equipment, stationery etc.,
15. SCCL does not take any responsibility for the operation of the machine.
16. Power charges: Electrical charges for operating copiers etc, have to be borne by the Firm at non-Domestic tariff charged by TSTRANSCO/ELECTRICITY Department from time to time. The Suitable energy meter for recording power consumption should be procured by the firm/contractor.
17. The firm has to submit the daily account of the photocopying done etc., in the Evening of the same day in the office of the Administrative Manager of SCCL in a statement prescribed format by SCCL duly obtaining the signatures of the concerned HODs confirming the number of copies taken by them etc.
18. If any malpractices are observed in the submission of daily account etc., SCCL Reserves the right to terminate the contract without any notice.
19. Payment terms: 100% payment will be arranged for value of work done on receipt of the bill in complete shape every month duly certified by Administrative Manager, HYD.
20. The maintenance and repair cost, statutory permits/Taxes shall be borne by the firm only during the period of the contract.
21. SCCL reserves the right to cancel the allotted tender work during the contract period at any time without assigning any reasons with one month notice. If the tenderer want to withdraw, they should give 90 days notice and in any case, security deposit will be forfeited.
22. EMD of successful tenderer will be converted to Security Deposit.
If the successful firm has opted for EMD exemption, the firm has to deposit an amount equal to the EMD amount as Security Deposit either by cash at the office of AGM-F&A/HYD or demand draft to be drawn in favour of THE SINGARENI COLLIERIES COMPANY LIMITED payable at Hyderabad.

This Security Deposit amount/EMD converted as Security Deposit will bear no interest and the same will be refunded only after three months of the expiry of the contract period and on satisfactory completion of the work.

If the contractor, to whom the work would be awarded, fails to fulfill the contract, the Security Deposit as mentioned above will be forfeited and the contract will be terminated without any prior notice.
23. If successful tenderer fails to fulfill the contract conditions and the services are stopped due to their failure, the security deposit of Rs.18,200/- will be forfeited along with applicable GST and contract will be terminated without any prior notice.
24. In all cases of disputes, the decision of the Company shall be final. However, in case of any unsolved dispute, the same can be resolved in the courts of Hyderabad in the state of Telangana having jurisdiction to deal with and decide

whatsoever arising on enhancement of Bank Guarantees.

25. Any contravention by the successful tenderer or any person employed by the successful tenderer or acting on their behalf or any terms of contract or any provisions of any Act Rules, Regulations or Company's standing orders or any other rules regarding conduct and discipline as formulated by the Company would be communicated in writing of the corrective action taken by the successful tenderer with an assurance about non recurrence of such contravention.
26. After having informed of such contravention, if successful tenderer fail to take appropriate action, the concerned in charge officer has the right to refuse entry to the person responsible for such contravention to the premises of the Company's establishments till the cause of such contravention is removed or inform in writing of the corrective action taken by the successful tenderer with an assurance about on recurrence of such contravention.
27. If any documents belonging to SCCL are found in the Firm's custody after working hours, the contract will be terminated without notice.
28. The SCCL does not bind to accept the lowest tender or assign any reason for non-acceptance.
29. The tenderer will not be entitled to ask for any information other than whether the tender has been received or not.
30. In case of violation of any terms and conditions specified above, the Company reserves the right to terminate the contract without any notice.
31. The contractor should not sell the contractual rights to any other person / agency during the tenure of contract. Power of authority for execution of the contract also can not be assigned to any other person / agency during the contract period and breach on this account is liable for termination of order. Payment of monthly bills will be released in the name of the contractors only and no authorizations will be entertained.

32. STATUTORY RULES:

- a) 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. The Successful Tenderer at a later date shall not make any please ignorance of relevant laws and shall not blame SCCL for any such, ignorance on their part. All the statutory taxes such as Income Tax, TOT, etc., 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. The GST as extra, is applicable from time to time.

- b) The Tenderer shall within a month submit a copy of License for the Contract awarded through the present Enquiry for deployment of contract labour, issued by Licensing Officer i.e., either concerned Central Labour Department authorities under Section 12 of the Contract Labour (Regulation & Abolition) Act, 1970 and Contract Labour (Regulation & Abolition) Central Rules, 1971 or Concerned State Labour Department Authorities under relevant Sections of Contract Labour (Regulation & Abolition) Act & Rules of such States. The Firm shall ensure that the license submitted shall be kept valid during the tenure of the contract with SCCL. A copy of the License shall be forwarded as proof with the bills for subsequent month. The License shall be renewed periodically during the tenure of the contract with SCCL and a copy of the latest certificate shall be forwarded for record.
- c) The successful tenderer shall pay minimum wages to the employees deployed by them as revised from time to time under minimum wages act wherever applicable and as informed by GM(Personnel), IR&PM, Corporate from time to time.
- d) The minimum rates of wages including V.D.A per day w.e.f. 01.10.2024 for 'A' Area as per Circular No. CRP/PER/IR/M/361/539, dated: 19.10.2024 issued by GM(Per), IR&PM is as follows:

Sl. No.	Category	Amount/Day in Rs.
1.	Highly Skilled	1035.00
2.	Skilled	954.00
3.	Semi-Skilled	868.00
4.	Unskilled	783.00

- e) All Contractor's employees shall invariably be covered under CMPF Scheme, if not covered under EPF Scheme so far. In case, any Contractor's employee is already covered under EPF Scheme, he can continue his membership in EPF.

AS PER CMPF

- f) The details of contributions towards CMPF and CMPS (Pension) to be followed are furnished hereunder for compliance as per Circular Nos. CRP/PER/IR/C/086/583, Dated: 09.05.2020 and CRP/PER/IR/C/086/705, Dated: 17.06.2020. The Contractor shall enroll their drivers in CMPF/CMPS. A copy of the monthly subscription towards CMPF and CMPS contributions shall be submitted to the concerned F&A Department.

Contribution towards	Percentage of Employee's Contribution (Contractor's Employee)	Percentage of Employer's (Contractors) Contribution
Pension	7% of the salary of the employee's calculated on payable Basic and Variable Dearness Allowance (VDA), i.e., minimum wage including VDA	7% of the salary of the employee's calculated on payable Basic and Variable Dearness Allowance (VDA), i.e., minimum wage including VDA

CMPF	12% of wages, i.e., minimum wage including VDA	12% of wages, i.e., minimum wage including VDA
Administrative Charges	-	0.72%

AS PER EPF

- g) The details of contributions towards EPF to be followed are furnished hereunder for compliance as per Circular No. CRP/PER/IR/596, Dated: 18.05.2021.

Contribution towards	Percentage of Employee's Contribution (Contractor's Employee)	Percentage of Employer's (Contractors) Contribution
Employee Provident Fund	12% of the salary of the employee's calculated on payable Basic and Variable Dearness Allowance (VDA), i.e., minimum wage including VDA	3.67% of the salary of the employee's calculated on payable Basic and Variable Dearness Allowance (VDA), i.e., minimum wage including VDA
Employee Pension Scheme	-	8.33% of the salary of the employee's calculated on payable Basic and Variable Dearness Allowance (VDA), i.e., minimum wage including VDA
Employee Deposit Linked Insurance	-	0.5% of the salary of the employee's calculated on payable Basic and Variable Dearness Allowance (VDA), i.e., minimum wage including VDA
EPF Administrative Charges (Monthly payable amount under EPF Administrative Charges is rounded to the nearest Rupee and a minimum of Rs. 500/- is payable)	-	0.5% of the salary of the employee's calculated on payable Basic and Variable Dearness Allowance (VDA), i.e., minimum wage including VDA

- h) The payment of minimum wages to the workmen will have to be made through banks. After releasing the first month bill, the contractor has to remit the wages into the respective bank accounts of all the labour engaged by him on the work. For releasing payments of work done for the subsequent months, the contractor has to produce proof of having remitted the previous month's wages in to the respective bank accounts of labour engaged by him.
- i) Payment to the Firm/Contractor should be released against the bill by the Finance Department after verifying the proof of having remitted the previous month's wages and bonus by the Contractor in to the respective banks accounts of workmen engaged by Firm/Contractor.

- j) Finance department shall insist for either the copy of the bank statement of Contractor or the workmen, issued/certified by the respective bank authorities in this regard.
- k) The bank statement shall be certified by the concerned recipient (stating that he/she has received the minimum wage amount mentioning the wage period), the concerned contractor and the Principal employer.
- l) The wages of the employees shall be paid before the expiry of the 07th day of every month after last day of the wage period in respect of which wages are payable.
- m) The Firm 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 Acts.
- n) The Contractor should follow all Statutory Rules, Regulations, applicable Laws etc., and Statutory requirement related to Government Licenses. The contractor should follow the Minimum Wages Act time to time to the persons engaged, in which he should pay Workmen Compensation, CMPF & CMPS / EDLI & EPF, Service Tax, Insurance, etc., to satisfy the Minimum Wage Act. He should submit the documentary evidence for the CMPF & CMPS / EPF, EDLI, Workmen Compensation, etc.
- o) SCCL reserves its right to decide any matter arising during the tenure of the contract which is not covered by any of the terms and conditions mentioned in the Order. Such decision is final and binding on the both parties.
- p) The persons employed by the Contractor should be his own employees and receives wages from them. SCCL would not accept any claim whatsoever from them (Affidavit is to be submitted as per the Proforma of Annexure-XIII).
- q) The Firm 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 SCCL.
- r) The Firm shall also furnish the list of candidates deputed for work. A muster register containing the photo and relevant particulars of the personnel shall be submitted within a week from the date of issue of firm Order before commencing the contract. The Firm should issue photo identity cards to the personnel at their cost.
- s) The Firm, while quoting the rate shall take into account i.e., GST, minimum wages as per GOs issued by Government from time to time, allowances and all other liabilities as per the Labour Rules amended from time to time. No claim whatsoever for any extra payment will be entertained at a later date. The Firm is solely responsible for any sort of legal complications whatsoever in this regard.

The Firm, at a later date shall not make any pleas of ignorance of relevant laws and shall not blame SCCL for any such ignorance on their part. All the statutory taxes, such as Sales Tax, Income Tax, TOT, EPF, ESI as per applicability, VDA, Administrative Charges, GST, Reliever Charges, Weekly off charges etc., must be borne by the Firm and their rates applicable shall be as per Government orders/amendments issued from time to time.

- t) Minimum wages as declared by Government from time to time are paid to the labour by the Firm. Any enhancement in Minimum wages by Government during the subsistence of the Contract and its extended period will be reimbursed by the Company for Labour component only.
- u) Every month, the Firm has to produce proof duly showing the remittance of PF, ESI, GST, etc. as per the rules and shall pay the minimum wages as per the Minimum Wages Act. Only after production of proof of remittance of all statutory deductions as per Rules of previous month, the bills for succeeding month will be cleared.
- v) 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 Firm and the SCCL is in no way concerned and responsible.
- w) The written agreement to be entered into between the Firm 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 Firm and then by the proper Officer authorized to enter into contract on behalf of SCCL on a Non-Judicial stamp paper of worth Rs. 200 to be submitted by the Firm within 30 days on receipt of Order for the same.
- x) No part of the contract shall subject to any change whatsoever without written permission of the GM (MP), SCCL nor shall transfer be made by power of attorney, authorizing others to receive payment on the Firm's behalf. The Firm shall not sublet either whole or in part to any Firm.
- y) Even though the Firm 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.
- z) If necessary, records shall be maintained by the contractor with regard to engagement of labour, payment of wages, EPF and ESI and to be submitted on demand to Administrative Manager/SCCL.
- aa) The liability for payment of compensation as per workmen compensation act to the contract labour for personal injury or death caused by accident arising out of and in the course of employment will rest on the Contractor. However, if the

Contractor fails to pay the compensation as per Act, then SCCL will pay the amount and recover the same from the due amounts of the Contractor.

- bb) The successful firm shall pay Bonus @ 8.33% under payment of Bonus Act 1965 to contract workers engaged by them on outsourcing activities through contractors / Agencies in SCCL @ 8.33% (Circular No. CRP/PER/IR/C/85/587, dated: 08.05.2018).
- cc) As per the Circular issued by GM (Per) IR&PM, vide Lr. No. CRP/PER/IR/I/302/341, dated: 27.03.2023, Contractors have to make backlog entries of Registration Certificates issued manually under Contract Labour (Regulation & Abolition) Act, 1970 & Inter State Migrant Workers Act, 1979 are to be made on registration.shramsuvudha.gov.in of their registration certificates issued manually and later the Principal Employers can incorporate the list of Contractors with all relevant particulars and get amended their certificate of registrations through online.

(B) 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. 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" 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.

5. 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 & commercial terms and conditions.
 - b. Part 'B' contains price BID.

B) Submission of offers:

The Tenderer shall submit bid in two parts i.e.,

- 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 along with Annexure-I & II of NIT- in one sealed cover.
- Part 'B' shall contain PRICE BID- in one sealed cover.

And these two sealed covers shall be kept in another sealed cover and the enquiry no., subject and tender closing and opening date to be mentioned on the cover.

The above sealed cover shall be submitted to

The General Manager (MP)
The Singareni Collieries Company Limited,
KOTHAGUDEM – 507 101.
Bhadradi Kothagudem District, Telangana.

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

a. **Submission of EMD:**

The EMD shall be Rs. 18,200.00 (Rupees Eighteen thousand and Two Hundred only).

Tenderer shall submit bid along with EMD. Bid submitted without EMD will be summarily rejected. The EMD shall be paid in the form of Demand Draft drawn on any Nationalized / Scheduled Banks located in Kothagudem in favour of The Singareni Collieries Company Limited, payable at Kothagudem, Bhadradi Kothagudem District (Telangana State).

- i. No interest will be paid on the EMD.
- ii. EMD of unsuccessful bidders will be refunded immediately after the bidder is declared unsuccessful.
- iii. EMD of successful bidder will be refunded after faithful execution of the order.
- iv. EMD paid against earlier enquiry (ies) will not be adjusted for the current enquiry.

b. **Forfeiture of EMD:**

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

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

Format of Letter of Bid (LOB)

LETTER HEAD OF BIDDER

To

The General Manager (MP),

The Singareni Collieries Company Limited,

Kothagudem Post,

Bhadradri Kothagudem District,

PIN - 507101.

Sub: Hiring of photocopying machine for photocopying of documents at Singareni Bhavan, Hyderabad for a period of two years – reg.

Enquiry No. & Date: C2124O0444 Dt: 27.03.2025

Dear Sirs,

Dear Sirs,

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

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

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

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

Yours faithfully,

(Signature of Bidder)

1.Name of the Bidder:

2.Address:

3.e-Mail Address:

4.Mobile/Telephone Number:

5.FAX Number:

6.Place:

7.Date:

Annexure-IV

Sub: Hiring of photocopying machine for photocopying of documents at Singareni Bhavan, Hyderabad for a period of two years – reg.

Enquiry No. & Date: C2124O0444 Dt: 27.03.2025

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

Sl. No.	Commercial Terms of NIT	Acceptance of Bidder
1	Instructions to Bidder (Submission/Evaluation of Bid, etc)	Accepted
2	Bid Validity	Accepted
3	Prices are Firm on FOR Destination/FOB basis	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

THE SINGARENI COLLIERIES COMPANY LIMITED**OTHER COMMERCIAL INFORMATION**

Subject: Hiring of photocopying machine for photocopying of documents at Singareni Bhavan, Hyderabad for a period of two years – reg.		
Enquiry No. & Date: C2124O0444 Dt: 27.03.2025		
Sl.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 (6 Months from date of opening of Techno-Commercial Bid)	Accepted
5	GST Details	
(a)	GSTIN	
(b)	Rate of GST	As quoted in Price Bid
6	Packing & Forwarding Charges (Inclusive/Extra - Rate in % to be indicated)	As quoted in Price Bid
7	Freight & Insurance charges (Inclusive/Extra - Rate in % to be indicated)	As quoted in Price Bid
8	PAN No.	
9	Payment details (for EFT)	
(a)	Account Name	
(b)	Banker's Name	
(c)	Branch	
(d)	Address, City/Town, District, State	
(e)	Account type	
(f)	A/c No & EFT No	
(g)	IFSC Code	
10	MSME (Applicable/Not Applicable)	
(a)	If applicable, indicate Registration No. & Registering Authority	
11	Vendor Code of the bidder (if registered in SCCL)	
12	Firm prices: (The prices quoted are FIRM On FOR Destination basis)	The prices quoted are FIRM
13	Lead time required to commence the supplies	As per NIT
14	Supply Capacity (per month)	As per NIT

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

Annexure-VI**PERFORMANCE BANK GUARANTEE**

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

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

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

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

Annexure - VII

Sub: Hiring of photocopying machine for photocopying of documents at Singareni Bhavan, Hyderabad for a period of two years – reg.
Enquiry No. & Date: C2124O0444 Dt: 27.03.2025

1. **E M D details (DD or Cheque):**

Bank Name	
Branch	
DD / Cheque No.	
Amount	₹

2. To submit e-invoice if turnover exceeds ₹500.00 Crores in any of the financial years starting from 2021-22, 2022-23 and 2023-24. As per the following Proforma.

<u>PROFORMA</u>		
<p><u>Our turnover is not exceeded ₹500.00 crores during</u> <u>Financial years from 2021-22, 2022-23 and 2023-24.</u></p>		
<p>Name: Designation: Company Name:</p>		
GSTIN	E-invoicing applicability	SEZ Status (Yes/No)
<p>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.</p>		
<p>SIGNATURE OF OWNER WITH STAMP/SEAL</p>		

Authorised signature
Firm' Stamp

Annexure -VIII

Sub: Hiring of photocopying machine for photocopying of documents at Singareni Bhavan, Hyderabad for a period of two years – reg.
Enquiry No. & Date: C2124O0444 Dt: 27.03.2025

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
Seal of the Firm

Date:
Place:

Annexure-IX

Sub: Hiring of photocopying machine for photocopying of documents at Singareni Bhavan, Hyderabad for a period of two years – reg.
Enquiry No. & Date: C2124O0444 Dt: 27.03.2025

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
Seal of the Firm

Date:
Place:

Annexure-X

Sub: Hiring of photocopying machine for photocopying of documents at Singareni Bhavan, Hyderabad for a period of two years – reg.
Enquiry No. & Date: C2124O0444 Dt: 27.03.2025

SELF CERTIFICATE FOR EXECUTION OF ORDERS

The items covered in the Supply Order copies enclosed with our offer have been fully executed without any complaint on account of performance of the products / Services.

Signature of the Tenderer
Seal of the Firm

Date:
Place:

Annexure - XI

PROFORMA FOR PERSONAL DETAILS

Affix Passport size
photo here.

1. Name of the Person/Company/Owner:

2. Address :
Permanent :

Local, if any :

3. Authorized representative :

4. Contact Nos.

Telephone :

Cell :

E-mail :

Fax :

(..... Company)

Signature of the owner/representative

Annexure - XII

COMMERCIAL BID

1. EMD Details:
2. Details of the Tenderer:
 - a) In case of Sole proprietor:
 - Income Tax Permanent Account Number (PAN)
 - GST Registration. No.
 - b) In case of partnership firm:
 - Copies of Registered partnership deed duly certified by Gazetted officer.
 - Income Tax Permanent Account Number (PAN) of firm as well as individual parties.
 - GST Registration. No.
 - c) In case of limited companies:
 - Certified copy of memorandum and articles of association.

(TENDERER)

Annexure - XIII

(Refer Clause No. A(32)(p) of Annexure-II)

Sub: Hiring of photocopying machine for photocopying of documents at Singareni Bhavan, Hyderabad for a period of two years – reg.

Enquiry No. & Date: C2124O0444 Dt: 27.03.2025

AFFIDAVIT

(To be submitted along with the Tender)

(To be executed on Non-Judicial Stamp Paper worth Rs. 20/-)

I, _____ Son of Sri. _____ aged _____ years

Residing at _____ hereby solemnly declare and state as under:

- i) I intend to submit my Offer to The Singareni Collieries Company Limited (SCCL) for undertaking the work of _____ as per Scope of Work with reference to their Enquiry No. _____, Dated: _____.
- ii) I have read the terms and conditions of Tender Document of the above said work and understood the same in their proper perspective.
- iii) In compliance with the Clause No. A.32 (p) of Annexure-II of Tender Document, I am submitting this Affidavit.
- iv) In case SCCL awards the aforesaid work to me, I hereby confirm that I shall deploy or engage only my regular employees to execute the aforesaid work of SCCL.
- v) I also hereby confirm that I shall not deploy or engage any Contract Labour for executing the aforesaid work of SCCL.
- vi) I also agree to comply with the applicable Laws for executing the aforesaid work of SCCL.

DEPONENT

Solemnly affirmed before me this Day _____

NOTARY PUBLIC/ EXECUTIVE MAGISTRATE

Annexure-XIV**PRICE BID FORMAT**

To
The GM (MP), S.C.Co.Ltd,
Kothagudem Collieries – 507 101

Dear Sir,

Sub: Hiring of photocopying machine for photocopying of documents at Singareni Bhavan, Hyderabad for a period of two years – reg.
Enquiry No. & Date: C2124O0444 Dt: 27.03.2025

I / We submit my / our offer for Hiring of photocopying machine for photocopying of documents at Singareni Bhavan, Hyderabad for a period of two years as furnished hereunder.

GST NO : _____

HSN/SAC Code: _____

GST % : _____

Sl. No.	Item Description	Total Qty	Basic Rate per each No. in Rs. Ps	Total Basic Rate in Rs. Ps
A	B	C	D	C X D
1	A-4 SIZE – ONE SIDE	2,93,657 Nos.		
2	A-4 SIZE – TWO SIDES	18,56,046 Nos.		
3	FULL SCAPE – ONE SIDE	1,94,400 Nos.		
4	FULL SCAPE – TWO SIDES	2,99,995 Nos.		
5	SPIRAL BINDING OF BOOKS	1,237 Nos.		
Total Basic Value in Rs. Ps (1+2+3+4+5)				

I / We have agreed to the terms and conditions stipulated in Tender Notice and enclosed the registration certificate, performance reports etc.

I / We have paid the requisite earnest money deposit amounting to Rs.18,200/-. The particulars are furnished hereunder:

EMD amount paid Rs. _____ By D.D. No. _____ Dated. _____ in favour of S.C.Co. Ltd., Kothagudem.

Postal address:

Name :

Phone number :
Email Id:

Yours faithfully,

SIGNATURE OF THE TENDERER
(With Office Seal/Stamp)

List of Documents to be submitted along with the BID

SI No	Document name	
1.	EMD DD in original / In case of claiming exemption for EMD, copy of valid SSI/NSIC/MSME certificate, if any	Documents pertaining to Sl. No 1 to 19 are to be placed in one sealed cover
2.	Signed copy of Annexure - I & II	
3.	Letter of bid (LOB) duly signed by the bidder- Annexure III	
4.	Acceptance of Commercial Terms(ACT)- Annexure IV	
5.	Other Commercial information(OCI)- Annexure V	
6.	Copy of Income Tax Permanent Account Number (PAN)	
7.	Copy of GST Registration Certificate	
8.	Declaration, Non-banning certificate and self certificate for execution of orders duly signed by the bidder.	
9.	Copies of Previous Purchase orders placed by SCCL Offices / Government departments/ organizations	
10.	Copies of Satisfactory performance report issued by SCCL Offices / Government departments/ organizations etc., for the previous orders submitted.	
11.	(Other certificates as per NIT like BIS/IS Certification, Legal metrology approval, DGMS approval, Electric regulatory authority etc., if required)	
12.	Annexure- VII	
13.	Annexure- VIII	
14.	Annexure- IX	
15.	Annexure- X	
16.	Annexure- XI	
17.	Annexure- XII	
18.	Annexure- XIII	
19.	Any other documents as per NIT	
20.	Annexure- XIV (PRICE BID)	Document pertaining to Sl. No 20 is to be placed in one sealed cover

All documents and undertakings to be submitted by firms shall be on their Letter Heads signed and stamped

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, 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 from the bidders by letter / e-mail.
4. **NUMBER OF SOURCES & PURCHASE PREFERENCES :**

a. Number of sources: Single(Please refer Annexure- I & II)

~~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 execute the order 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 in accordance with the Clause No 58.

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/ services shall clearly indicate their manufacturing facilities and technical capabilities to supply provide the enquired items/ services 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/ services.~~
- ~~9. Bidders are required to quote as per the technical specifications or as per drawings or as per part numbers mentioned in the NIT document. In case of change in part Nos. both old and new part Nos. should be mentioned. Otherwise the offer may be 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 may be 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 may be liable for rejection.~~
- ~~12. If the bidder is a manufacturer, he shall submit a copy of valid manufacturing license along with the bid, where ever applicable. Otherwise the offer is liable for rejection.~~

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

- ~~13. In case, the enquired items are to conform to BIS / IS specification(s) as per NIT document, the bidder shall submit a copy of valid BIS / IS license and Test Certificates stating that the quoted item(s) are manufactured in accordance with the said specifications~~
- ~~14. Bidder shall accept the quantity tolerance limit, if any, as per NIT~~
- ~~15. The approximate weight & Packing dimension of goods offered, wherever required should be mentioned.~~
- ~~16. In case, the Equipment/items service enquired require approval of DGMS for use in coal mines / any other certification/ license requested in the NIT, Bidder must submit copy of valid DGMS approval/ any other certification/ license 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 the commencement of the contract.~~

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

17. ELIGIBILITY FOR SUBMISSION OF BIDS: AS PER ANNEXURE - I

- ~~a. Manufacturers / Authorized dealers/Service Providers are eligible for submission of tenders.~~
- ~~b. In case of Limited / Nomination enquiry, offers from the firms to whom the enquiry was sent or their authorized dealers only will be accepted.~~
- ~~c. In case of Open enquiry for procurement of subassemblies / spares from Original Equipment Manufacturer or Original Equipment Supplier or Original Part Manufacturer or Proven Part Manufacturers, offers from them or their authorized dealers only will be accepted.~~

18. INSPECTION CRITERIA:

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

19. QUALITY, WORKMANSHIP AND GUARANTEE / WARRANTY:

- ~~a. All Plant & Machinery, Equipment, Spares, Goods and Material offered shall be of best quality and workmanship and shall conform to the specifications stipulated in **Annexure II** / sample supplied and accepted, if any.~~
- ~~b. All Plant & Machinery and Equipment shall have supplier's Guarantee for material, design, workmanship and performance for a period of 12 months from the date of commissioning or 18 months from the date of dispatch, whichever is earlier.~~

- ~~e. All subassemblies 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. Guarantee / Warranty shall be as per Annexure I & II of NIT Document. The offer submitted with a Guarantee / Warranty less than the period stipulated in NIT document is liable for rejection.~~

20. ELIGIBILITY CRITERIA FOR COMMERCIAL ORDER: Please Refer Annexure I & II

ELIGIBILITY CRITERIA:

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

PROVENNESS CRITERIA: Please Refer Annexure I & II

- ~~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 of supply orders received by them for the same /similar equipment / item offered work with details.~~
- ~~d) Bidders are required to submit Satisfactory Performance reports for the supplies made work done 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 firm quoted item or similar item of higher specification have has performed satisfactorily for a minimum period of 1 year from the date of commissioning of the item shall be considered valid. If the bidder submits two consecutive orders from the same Govt. firm/Public~~

Sector firm/same subsidiary with a gap of 12 months, performance reports will not be insisted.

- f) In case of Private Sector, detailed Satisfactory Performance Report issued by Chief Executive Officer / Director (Head of Operations) / Head of the Project or Mining Unit shall be considered valid. In such cases, the name and designation of the signing authority should be clearly indicated in the Performance report and the reports should be authenticated and stamped by the bidder.
- g) In case the bidder is unable to submit performance reports, a self-certification duly signed and stamped by the bidder, confirming that the ~~equipment / item offered or similar equipment / item of higher specification, supplied to any Govt. sector / public sector, have~~ firm has performed satisfactorily for a minimum period of 1 year from the date of commencement of order ~~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 processing of enquiry or during the contract period ~~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): Please Refer Annexure I & II

a. Submission of EMD:

- a. Bidder shall submit an EMD of Rs. 18,200.00 (Rupees Eighteen Thousand and Two Hundred only) by Demand Draft. If the EMD amount paid is lower than Rs. 18,200.00 (Rupees Eighteen Thousand and Two Hundred) the offer is liable for rejection. EMD shall be paid in the form of Demand Draft drawn on any Nationalized Banks. The original Demand Draft against EMD should be submitted along with the Bid.

- b. The following details of DD submitted by the Bidder along with the Bid shall be furnished:

Bank Name	
Branch	
DD No. and Date	
Amount	

~~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) EMD amount shall not be sought under short fall documents.~~

~~c. 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.~~

d. EMD Refund process:

For Un Successful Bidder

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

For Successful Bidder:

- i) EMD of successful bidders ~~will be transferred from TSTS to SCCL and SCCL shall be refunded 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.~~

~~e. 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.

f. 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 proprietary spares & services.
- iii) Foreign manufacturers for 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/ SSI/NSIC for enquired items. This is applicable for procurement of only items produced and services rendered by MSEs, but not for trading activities / authorized dealers of other manufacturers.
- 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.

g. Forfeiture of EMD:

EMD of the Bidder will be forfeited with inclusive of GST in the following circumstances:

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

22. OFFER VALIDITY:

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

23. BIDDER'S DETAILS:

Bidder shall furnish the following information:

- a. Name and address, Phone number, Fax number, e-mail ID and Name of the contact person.
- b. Indicate clearly, the constitution of the bidder i.e., Sole Proprietorship, Partnership, limited liability company etc., together with names of proprietor, partners and directors respectively.
- c. Indicate clearly, if it is a Government company, MSME or SCCL ancillary unit. A copy of valid documentary proof shall be enclosed.
- d. Indicate clearly, whether the bidder is a Manufacturer, Dealer or Trader.
- e. In case of overseas supplies, the country of origin of the materials offered shall be clearly specified.
- f. Banker's Name and address together with Branch Code and IFSC / RTGS Code.
- g. Tax registration and other details to the extent applicable along with documentary evidence.

- i) GST Registration No
- ii) IT PAN Registration No
- iii) Turnover certificate duly certified by CA in case of unregistered bidder
- iv) Certificate of provisional registration (Regulation 25) in case of composite bidder.

24. DELIVERY TERMS: As per NIT

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 (Sheet for Domestic Bidder) with break-up e.g. (i) Basic Ex-works Price (ii) Packing & Forwarding charges, if any. (iii) Freight, Insurance, Installation Charges 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/Central stores — Godowns at Kothagudem;~~

~~MNG stores — Godowns at Manuguru;~~

~~YLD stores — Godowns at Yellandu;~~

~~BHPL — Godowns at Bheopalpalli;~~

~~RG — II, RGII OC3, RG — III OC1 & RG — III OC2 stores — Godowns at Godavarikhani / Ramagundam;~~

~~SRP & STPP stores — Godowns at Mancheri;~~

~~MM — Godowns at Mandamarri/Mancheri / Bellampalli;~~

~~Goleti stores — Godowns at Mancheri / 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%		
		FOB		CIF
		Other than USA, Canada, Japan	For USA, Canada, Japan	-
1	FOB Price (Cost) C	100	100	
2	Marine Freight on FOB @ 10%	10	12	

Sl. No.	Particulars	Basic Customs duty @7.5%		
		FOB		CIF
		Other than USA, Canada, Japan	For USA, Canada, Japan	-
	other than USA / 12% USA			
3	Cost + Freight (1+2)	110	112	
4	Marine Insurance @ 0.035% of (3)	0.039	0.039	
5	CIF value (3+4)	110.039	112.039	100
6	Assessable Value (5)	110.039	112.039	100
6a	Basic Customs duty @7.5% on 6	8.253	8.403	7.500
6b	Social welfare surcharge @ 10% on 6a	0.825	0.840	0.750
6c	IGST @ 18% on (6+6a+6b)	21.441	21.831	19.485
7	Taxes on Assessable value (6a+6b+6c)	30.519	31.074	27.735
8	GST on Marine Freight [(2)*5%]	0.5	0.6	
8a	GST on Marine Insurance premium [(4)*18%]	0.007	0.007	
9	Subtotal (6+7+8+8a)	141.065	143.720	127.735
9a	Port Handling & other charges @5% on FOB/CIF	5	5	5
9b	GST on Port Handling and other charges [(9a)*18%]	0.900	0.900	0.900
10	Total cost (9+9a+9b)	146.965	149.620	133.635
11	Less: Input Tax Credit if yes (6c+8+8a+9b)	22.848	23.338	20.385
12	Landed cost Total after ITC (10-11)	124.117	126.282	113.250
13	Conversion factor for loading	1.24117	1.26282	1.1325

* Customs Duty, IGST, Compensation Cess applicable will depend on the classification of the goods imported (i.e., HSN Code). The same are to be changed according to the applicable rates for the relevant HSN Code.

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

** 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):

- 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 6 Digit HSN /SAC 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~~ Contractor (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~~ Contractor, the ~~Supplier~~ Contractor would reimburse SCCL the loss to SCCL including, but not limited to, the tax loss, interest and penalty.
 - ix) It is the responsibility of the contractor ~~/supplier~~ to quote the correct applicable rate of GST at the time of bidding. Any deviation from the same shall not be reimbursed by SCCL unless it is due to statutory variations. 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.
- e. 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.
- f. During the contractual delivery period / extended delivery period: Any upward / downward revision of applicable Taxes / Duties / Cess / Levies or imposition of new taxes / Duties / Cess / Levies as per order is to SCCL's account to the extent of revision. However, during the extended delivery period with penalty, any upward revision or imposition of new taxes / Duties / Cess / Levies etc. shall be absorbed by bidder.

26. INPUT TAX CREDIT (ITC):

- i) SCCL is having centralized registration under Goods and Services Act, in the state of Telangana and the details of the same are furnished hereunder:

GSTIN (Provisional): 36AAACT8873F1Z1

PAN (Under Income TAX ACT, 1961) : AAAC8873F

- ii) At the time of evaluation of offers of the GST 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) 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 GST 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 GST 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 & II of NIT document, the same shall prevail over.~~

29. SCCL PAYMENT TERMS: As per Annexure-I & II of NIT document

I. For Domestic Supplies:

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

~~a. For Capital Items :~~

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

~~b. For Revenue items:~~

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

c. The above mentioned time lines for payments shall be applicable only if the ~~supplier/~~ contractor submits all required documents as mentioned in NIT/Order.

d. 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: Please Refer Annexure - I & II

- ~~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): Please Refer Annexure - I & II

~~In the event of supply/ service 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/ service per week of delay or part thereof subject to a maximum of 10% is recoverable from the supplier/ contractor without prejudice to the rights of purchaser to procure the balance material/ service at the risk and cost of the supplier/ contractor. The payment or deduction of such damages shall not relieve the supplier/ contractor from the contractual obligation to complete the supply/ service 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/ contractor will be made along with applicable GST and the amount shall be adjusted with the payment to be made to the supplier/ contractor 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 fire or explosion.
- e) Any law and order proclamation, regulation/ordinance affecting the production /dispatch of the goods.
- f) Power interruptions due to grid failures.
- g) Court orders / Judgments
- h) International sanctions / embargo.

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

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

33. **PERFORMANCE BANK GUARANTEE (PBG):**

- a. The successful bidder, within one month from the date of receipt of letter of intent / firm order should submit a Consolidated **Bank Guarantee issued by any Public Sector Bank/Private Bank incorporated in India having net worth of Rs.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 capital items/ equipment/ of annualized value of AMC/CMC/contracts.~~
 - ii. ~~5% of the order value for supply of sub Assemblies / spares / other revenue items.~~
 - iii. ~~2.5% of the order value per year for supply of sub-assemblies/ spares / other revenue items on rate contract basis~~
- b. ~~The above PBGs shall be kept valid up to the Guarantee / Warranty period of the Equipment / Sub-assemblies of Equipment respectively. For other revenue items and service contracts, the PBG shall be valid up to the expiry of the PO / Contract.~~
- c. The PBGs shall be further extended suitably in line with the ~~warranty~~ contract period of the ~~last supplies~~ and in line with any extension of the POs given subsequently, irrespective of intimation for extension from SCCL. Otherwise any loss to SCCL with regard to performance of the

~~material/~~ service (including short supplies), SCCL may recover the amount from any running bills of the relevant or any other POs of ~~supplier/~~ contractor.

- d. The claim period of the Bank Guarantee shall be 12 months over and above the Validity of the PBG
- ~~e. Further Bank Guarantee for 10 % of cost cap value of (spares and service supervision) which is high during the 08 years contract period is required to be submitted to GM (MP) at the end of first year. This bank guarantee shall be kept valid for a period of 3 months over and above the contract period.~~
- ~~f. 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. The clause is not applicable for service contracts.~~
- g. In case the firm fails to fulfill ~~Guarantee / Warranty~~ the 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(f) will be forfeited along with applicable GST.~~
- h. The following are the Bank details of SCCL:

1	Name of the Beneficiary	The Singareni Collieries Company Limited
2	Name of the Bank	State Bank of India
3	Name of the Branch	Commercial Branch
4	Account Number	52095898948
5	IFSC Code	SBIN0004168
6	Bank Address	State Bank of India, LHO Premises, Bank Street, Koti, Hyderabad.

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

Additional expenditure if any will be recovered from running bills of defaulted ~~supplier/~~ contractor anywhere in the company. In case the running bills amount is not sufficient, the defaulting ~~supplier/~~ contractor 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 VARIATION:

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/contract validity period at the same price, terms and conditions of original order/contract.

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 outrightly. 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/ services shall quote in Indian Rupees only. However, bidders quoting for overseas supplies/ service may quote in Euro / USD / AUD / GBP / Yen.~~

41. PRICE BID EVALUATION CRITERIA: Please Refer Annexure - I & II

~~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.~~

~~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. 23 (II) and Tax Credits, if any, provided the same is notified in the NIT.~~

GENERAL TERMS & CONDITIONS: Please Refer Annexure - I & II

42. ~~SUPPLY OF PLANT & MACHINERY, EQUIPMENT, SPARES, GOODS / SERVICE OF GOOD QUALITY, GOOD WORKMANSHIP, AS PER NIT SPECIFICATIONS / SAMPLES:~~

- ~~a. In case the order is for supply of Plant & Machinery, Equipment, Spares, Goods/Service, all the Plant & Machinery, Equipment, Spares, Goods/Service 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/ Service 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/ contractor shall promptly replace / rectify the rejected material or Plant & Machinery, Equipment, Spares, Goods/ Service 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/ Contractor.~~

~~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/ Service to be removed from the Company's premises and terminate the contract. In such a case the Supplier/ Contractor 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/ Service 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/ Contractors, Company may proceed to recover the same by encashment of performance bank guarantee, recovery from the amounts payable to the firm for supplies/ Service 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/ Service, which are is rejected due to non-compliance to the specifications, 30 days notice will be given to the supplier/ Contractor for removal of such goods/ Service. Ground rent @ 1% per week will be charged and if the supplier/ Contractor 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 contractor Notice setting forth details of such defects or failures and the supplier contractor shall forthwith make the defective plant good, or alter the same to make it comply with the requirement of the contract. Should he fail to do so, within a reasonable time, Singareni Collieries Co. Ltd., may reject and replace at the cost of the Contractor the whole or any portion of the plant as the case may be, which is defective or fails to fulfill the requirements of the contract.~~

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

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

44. PACKING:

Where contrary to the terms incorporated in the general terms and conditions of the Purchase Order regarding packing etc., if it is noticed that ~~suppliers~~ contractor have failed to take adequate precautions as to Packing, the Purchaser shall bring to the notice of the ~~supplier~~ contractor 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~~ contractor 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~~ contractor's Bills.

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

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

46. DISPATCH DOCUMENTS:

~~a. Domestic Supplies:~~

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

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

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

- ~~i) Duplicate copy of Commercial Invoice / Taxable Invoice~~
- ~~ii) Packing list / delivery challan~~
- ~~iii) Original LR / RR~~
- ~~iv) Copies of Test certificates~~
- ~~v) Relevant valid IS Certificates~~
- ~~vi) 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~~

~~b. Overseas Supplies:~~

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

- ~~i) Certificate of origin.~~
 - ~~ii) Commercial invoice.~~
 - ~~ii) Packing list.~~
 - ~~iii) Bill of Lading / Air Way Bill.~~
 - ~~iv) Warrantee certificate.~~
 - ~~v) Test Certificate.~~
 - ~~vi) Certificate of conformity to order specifications.~~
 - ~~vii) Certificate of shipment.~~
 - ~~viii) Sea worthiness certificate.~~
 - ~~ix) Copy of the valid DGMS approval wherever applicable.~~
 - ~~x) Any other documents as requested by SCCL.~~
- ~~c. In case, the imported consignments are supplied by the Indian dealer in addition to the documents mentioned above, the dealer shall submit:~~
- ~~a. Valid authorisation letter from their principal's~~
 - ~~b. Valid import license~~
 - ~~c. Importer's invoice.~~
 - ~~d. Bill of entry, evidencing import.~~
47. ~~Wagon / Lorry loads will be weighed at the Wagon / Lorry weigh bridge of the Collieries and payment made on weights so recorded.~~
48. ~~Goods must be booked at Railway's / Transporters Risk wherever possible so that open delivery may be taken and claims, if any, put up to the Railway for shortage or breakages which will also be intimated to the Suppliers. If Railway Receipt contains defective endorsement, the buyer retains the right to hold the supplier responsible for any shortage or damages. Against materials booked at owner's risk, if shortages or breakages are noted, the matter will be intimated to the supplier immediately for making goods shortage and breakage.~~
49. **DISPATCH TO WRONG DESTINATION:**
~~Goods dispatched to wrong destinations and names of destinations / Rly. Stations mentioned wrongly, will not be accepted, and any expenses connected thereto, have to be borne by the Supplier. The Company reserves the right to reject the consignments in such cases.~~
50. **BANK CHARGES:**
- a. Wherever under this order full/part payment is accepted against documents sent through Bank, it is made clear that no Bank charges or Bank Interest would be paid. In case such interest is still charged, the Singareni Collieries Co. Ltd., reserves the right to refuse to retire the documents, altogether and resultant demurrages, rebooking charges, etc., would be entirely to suppliers account.
 - b. The Singareni Collieries Co. Ltd., do not accept any conditions/stipulations for release of documents in certain number of days. However, the suppliers contractors should ensure presentation of documents in time to see that no demurrage is incurred.

51. DEMURRAGE / WHARFAGE:

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

- i) Violation of the inspection clause.
- ii) ~~Material despatched~~ Services rendered after expiry of delivery period without obtaining approval in advance for extension of delivery period.
- iii) Despatch of ~~materials/~~ services rendered 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/~~contractor would also be responsible for all such payments due to late receipt of RR/LR and other documents. ~~Supplier/~~contractor shall advise the banker to accept payment as made by SCCL after deducting such charges for releasing the documents.

52. 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/~~ service as per schedule have arisen due to any reasonable cause, Singareni Collieries Co. Ltd., may grant extension of the time, provided the Supplier/contractor 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~~ service should be ~~dispatched~~ rendered 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/~~ service, 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/~~ contractors account only. The decision of the Singareni Collieries Co. Ltd., will be final and binding on the ~~supplier/~~ contractor.

53. CANCELLATION OF CONTRACT IN PART OR IN FULL:

If the ~~Supplier/~~ Contractor, 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/~~ Contractor, without being liable to pay any compensation for such cancellation. The ~~Supplier/~~ Contractor, 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/~~ Contractor 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/~~ Contractor without waiting for the payment of even settlement of any claim already made or intended to be made.

54. CONSEQUENCES OF BREACH:

a. **Deliveries:**

The delivery schedules are either furnished in the Purchase Order/ Contract or given by the respective Areas. The time and the date of delivery of the ~~Stores/~~ place, stipulated in the Purchase Order/Contract, 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/~~ Contractor fail to deliver these ~~goods/~~ service or any consignment thereof, within the period prescribed for such delivery, the Singareni Collieries Co. Ltd., at their option, shall be entitled to take following action against the ~~Suppliers/~~ contractors.

- (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~~ service not rendered or otherwise of a similar description (Whether or not the ~~Stores~~ service ordered on others or exactly Complying with order pending, the decision of The ~~Chief of Purchase~~ General Manager (Material Procurement) 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/~~ Contractor shall be liable for any loss which The Singareni Collieries Co. Ltd., may sustain on that account, but the ~~Supplier/~~ Contractor shall not be entitled to any gain on ~~Purchases made~~ services rendered 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/~~ Contractor, 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/~~ Contractor in this or any other contract. Should this sum be not sufficient to cover the full amount recoverable, the ~~Supplier/~~ Contractor shall pay to the Singareni Collieries Co. Ltd., on demand the remaining balance. The ~~Supplier/~~ Contractor shall not be entitled to any gain on any such Purchase.
- c. Performance Bank Guarantee will also be forfeited for any breach of contract.

55. 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~~ services rendered must comply with the requirements of Indian Laws relating to the merchandise marks and all the Acts and rules made under such Laws.

56. INDEMNITY:

The ~~Supplier/~~ Contractor 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.

57. **DELISTING, SUSPENSION & BANNING OF BUSINESS DEALINGS**

SCCL reserves its rights to remove the Supplier / contractor / firm / company / party from List of Approved Suppliers or to ban Business Dealings if a Supplier / Contractor / firm / company / party is found to have committed misconduct as also to suspend business dealings pending investigation.

i) SUSPENSION OF BUSINESS:

- a) If the conduct of any Supplier / Contractor / Firm / Company / Party dealing with the SCCL is under investigation by any Department, the Competent Authority may suspend business dealings with the Supplier / Contractor / Firm / Company / Party. The order of suspension would operate for a period not more than six months and may be communicated to the Company/Party.
- b) It is not necessary to give any show-cause notice or personal hearing to the Supplier / Contractor / Firm / Company / Party before issuing the order of suspension. However, if investigations are not completed in 6 months' time and the Competent Authority considers that suspension may continue beyond 6 months, Show Cause Notice may be given to the Supplier / Contractor / Firm / Company / Party concerned.

ii) BANNING OF BUSINESS DEALINGS:

If the investigations, prima facie, establish the misconduct of the Company/Party concerned, the Competent Authority may consider whether the misconduct prima facie established warrants removal from the list of Approved Suppliers or it is serious to ban business dealings. Such banning shall be done at corporate level only.

- a) '**Competent Authority**' for this purpose shall mean: Functional Director / GM (MP)

iii) APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

The Company/Party may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to C&MD of SCCL. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing etc.

C&MD would consider the appeal and pass appropriate order which shall be communicated to the Company/Party as well as the Competent Authority.

58. **SETTLEMENT OF DISPUTES:**

1.0 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.

2.0 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.

3.0 Civil Court

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

59. WORK AND PAYMENT DURING CIVIL COURT PROCEEDINGS:

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

60. CORRESPONDENCE AFTER PLACING ORDER:

After placing the order/contract, 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 GM concerned. In case the issues are not settled at Area GM level, correspondence shall be made with GM (MP). In case the issues are not settled at GM (MP) 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 (MP), 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~~ Contractor 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~~ Contractor may incur, subject the ~~Supplier~~ Contractor in the cancellation of this and all other contracts with and also to payment of any loss or 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 wilful misconduct, the aggregate cumulative liability of the ~~Supplier~~ Contractor shall in no event whatsoever, exceed the contract price of the equipment which caused such liability.

63. IN CASE OF MANPOWER CONTRACTS :

Contractor is responsible for any mischievous acts by himself or the persons working under his control. Any loss to SCCL due to the mischievous acts by himself or the persons working under his control will be recovered from the contractor.

64. EMPLOYMENT OF LOCAL PERSONS:

- i) The successful bidder shall employ the local persons not less than 80% for unskilled category of work.
- ii) The successful bidder shall also give preference to local persons in skilled category and shall employ as many as possible.
- iii) Local persons means persons from PDFs, PAFs and persons belonging to local area where coal mining operations are being carried on or shall be carried on in future.
- iv) First preference for employment shall be given to Project Displaced Families (PDFs) & Project Affected Families(PAFs) and then to other local persons.

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

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

LIST OF ITEMS IDENTIFIED FOR ANCILLARISATION

Sl. No.	Item/Service
1.	Roof bolts, MS 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 long wall salvage
18.	Manufacturing of supply of Electrical coils for i) AC motors up to 6.6 KV grade ii) Transformer coils up to 33 KV grade
19.	Repairs of rotors for electric motor
20.	Lighting cable
21.	Steel chock manufacturing
22.	House wiring
23.	All types of fan repairs
24.	Shovel bucket welding
25.	Repairs of pumps
26.	Couplings manufacturing
27.	Special steel and alloy castings (Tooth points, track pads, Mn steel casting)
28.	Manufacturing of fly ash bricks (Not to be manufactured at stores site. It shall be at their own site)
29.	Manufacturing of pump components (spares)
30.	Transformer oil filtration
31.	Reconditioning of drill bits and drill rods.
32.	Vulcanizing the old Training cable of drill machines, SDLs, LHDs etc (work should be carried out at the respective mine premises.
33.	Manufacturing of earth clamps, G.I.Flats, G.I.Bolts and nuts.
34.	Manufacturing of earth pit components and erection
35.	Crimping of Hydraulic Hoses.
36.	Repairs to hydraulic pumps, motors, control valves and other related components.
37.	Refurbishing of LT & HT switches with OEM spares including testing.
38.	Manufacturing / repairs of slip rings & D-contacts.
39.	Furniture repairs i.e. cane chairs, tables, almirahs etc.
40.	Repairs to wet grinders, water purifiers and water coolers
41.	Manufacturing of coupling bolts of all sizes
42.	Fabrication of OHT line components like cross arms, clamps, stay wires, cross brassings, base plates etc.
43.	Manufacturing of haulage rope drum rollers.
44.	All sizes of ventilation doors.

	Additional items identified for Ancillarisation
45.	Safety Boards designing/ Sticking/ Painting with retro-reflective radium papers/ paint on HEMM/ Radium sticking in underground & surface, Radium Boards, Safety Boards & Radium Jackets.
46.	Fabrication of lighting & cable cross over towers
47.	Maintenance & repairs of air conditioners on HEMM
48.	Painting work in Underground and on surface
49.	Fabrication and erection of MS structural works like Gantry, Bunker etc.
50.	Tailoring works at Hospitals & Area Workshops
51.	Manufacturing of Hume pipes
52.	Clay pills manufacturing
53.	Erection of 33/3.3 KV & 3.3KV/440V-550V Sub stations
54.	440V/3.3KV/33KV Overhead lines laying work
55.	Maintenance of PMTs/Lighting Transformers/Power Transformers & Sub-stations
56.	Erection /renovation of Residential/PMTs/Sub-station earth pits (Conventional type / Chemical type).
57.	Testing of all protective relays & MPRs
58.	TUB assembling/repairing of coal tubs in mines.
59.	CI casting works like CI pulley, Tub wheels
60.	Outsourcing works in Mines, like Masonry walls construction, surface material loading, cleaning and dusting in underground etc.
61.	All types of computer software installation, antivirus, Hardware and network installation.
62.	CC Cameras installation and repairs.