

# THE SINGARENI COLLIERIES COMPANY LIMITED (A GOVERNMENT COMPANY) FORESTRY DEPARTMENT

KOTHAGUDEM COLLIERIES P.O – 507101 DIST: BHADRADRI KOTHAGUDEM – TELANGANA (STATE) CIN: U10102TG1920SGC000571

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> > **GST NO: 36AAACT8873F1Z1**

## **NOTICE INVITING TENDERS (NIT)**

Sub: Tenders are invited for "Supply of 2,00,000 Nos of Non teak miscellaneous Hardwood sawn chocks of Size 4'x4"x3" (1.20Mtrs x 10Cmsx7.5Cms) of good quality to Bhupalpally stores of SCCL on FOR destination basis".

Enquiry Number	CRP/FTY/T/44(a)/2025/03, dt.03.10.2025
Tender ID	634549
Tender Category	Works
Order Type	Rate Contract
Mode of Tendering	e-Tendering
Number of Sources	Single
Mode of enquiry	Open
Tender Stages	Two Stage:1) PQ Stage-(Technical Bid & Commercial Terms) Date of opening: 21.10.2025,4.00PM 2) Commercial Stage-(Price Bid) Date of opening: 23.10.2025,4.00PM
Input Tax Credit	Applicable
Evaluation Type	Item-wise(Tender level)
Currency Type	INR
Applicability of EMD	Applicable (5% of the quoted value by the agency)

- 1. Tenders are invited for Supply of 2,00,000 Nos of Non teak miscellaneous Hardwood sawn chocks of Size 4'x4"x3" (1.20Mtrs x 10Cmsx7.5Cms) of good quality to **Bhupalpally stores** of SCCL on FOR destination basis.
- 2. The Approximate value of the enquiry is Rs.359.54Lakhs. Bidder shall submit an EMD of 5% of the quoted value offered by the agency in e-portal through online utilizing the "Payment Gateway Service on e-Procurement platform". (For other details Pl. refer EMD clause at para No. 15).

### Formalities for participating in the Tender through E-Procurement.

- a) M/s The Singareni Collieries Company Limited is publishing tenders through TS e Procurement Portal i.e. https://tender.telangana.gov.in.
- b) To participate in the e Procurement tender(s), Bidders have to complete the two formalities independent of each other.
  - Obtaining Digital Signature Certificate (DSC): To participate in SCCL Tenders DSC with Duel Pair (Signing and Encryption) is required.
  - Those interested in participating in the tender shall register/create an account in the web site <a href="https://tender.telangana.gov.in">https://tender.telangana.gov.in</a> on the home page click on the link Supplier Register for on line registration (Helpdesk Hyd: 040-33762222/23)
- c) Tenders are to be submitted on line after registering in <a href="https://tender.telangana.gov.in.">https://tender.telangana.gov.in.</a>

## d) E-Procurement Transaction Fee:

As per GO MS 13 dated 07.05.2006, the bidders should pay E-procurement Transaction Fee @ 0.03% on their quoted value (on landed cost basis) plus GST on the transaction fee. The rate of GST is as per GOI directives. The present rate of GST is 18% on e-procurement transaction fee. Participating bidders shall submit transaction fee at @ 0.03% + 18% GST on the transaction fee as prescribed on E-Procurement at the time of bid submission.

However, there is a cap on transaction fee of Rs 10,000 in case the quoted value is upto Rs 50 crores and a cap of Rs 25,000 in case the quoted value is more than Rs 50 crores. The GST is over and above the cap value.

## <u>There is no exemption towards the payment of E-procurement</u> Transaction fee.

## e) Corpus Fund:

As per GO MS No.4, user departments shall collect 0.04% of ECV/EOV (estimated contract/order value) with a cap of Rs.10,000 (Rupees ten thousand only) for all goods and services with ECV up to Rs.50 Crores, and Rs. 25,000/- (Rupees twenty-five thousand only) for goods and services with ECV above Rs.50 Crores, from successful bidders.

The successful bidder shall pay the corpus fund electronically to M/s. TSTS, the service provider through "Payment Gateway Service on E-Procurement platform" before entering into agreement / issue of purchase orders (Concerned Purchase Officer will initiate online request for payment of corpus fund through e-Portal against that enquiry).

There shall not be any charge towards e-Procurement fund in case of goods and services with ECV/EOV less than and up to Rs.10 lakhs

Further any clarifications, contact 08744-235558/9 from 10.00AM to 5.30PM.

#### **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:

**Number of sources:** The present enquiry is for placing order on **single source** only.

#### 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 43.

#### 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 TECHNCIAL TERMS & CONDITIONS:

- **8.** Bidders are required to quote rate per sawn chock as per the technical specifications.
- 9. 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.
- **10.** Bidder shall accept the quantity tolerance limit, if any, as per NIT

#### 11. ELIGIBILITY FOR SUBMISSION OF BIDS:

- a. <u>Prime Experience</u>: The agency should have supplied a minimum of 1 Lakh Nos of Sawn chocks to any of the Government /PSUs in any one financial year in the preceding 10 years (including current financial year). The Copy of work experience should be uploaded in the e-portal (Mandatory).
- **b.** <u>Financial turnover</u>: The agency wish to participate in the tenders shall have a minimum financial turnover of Rs.1.80 Crores in sawn chocks/timber supply works in any one financial year in the preceding 10 years (including current financial year) (Mandatory).
- c. <u>Earnest Money Deposit (EMD)</u>: EMD as mentioned in the NIT shall be paid online through any nationalized bank in favour of The Singareni Collieries Company Limited, Corporate. (Mandatory).
  All Government undertakings and firms registered under MSME/NSIC with appropriate classification code related to the subject tender are exempted from payment of initial EMD. If they happened to be successful bidder,

they have to submit total EMD at the time of executing the Agreement.

#### 12. INSPECTION CRITERIA:

SCCL at its option may carryout inspection of the items received at SCCL's site. The inspection committee consists of Officers from Forestry, Stores and Accounts departments of respective area. The supplier or his authorized representative should be available at the SCCL stores during inspection of the material as per the date and time informed to him. If not, the inspection shall be carried out as per schedule by SCCL itself, the result of which shall be binding on the supplier.

## 13. QUALITY, WORKMANSHIP AND GUARANTEE / WARRANTY:

- a. All Goods and Material offered shall be of best quality and shall conform to the specifications stipulated in NIT.
- b. However, all the terms and conditions, stipulated in NIT Document **Annexure I**, the same shall prevail over.

## 14. ELIGIBILITY CRITERIA FOR COMMERCIAL ORDER : ELIGIBILITY CRITERIA:

<u>Prime Experience</u>: The Contractor should have supplied a minimum of 1 Lakh Nos of Sawn chocks to any of the Government /PSUs in any one financial year in the preceding 10 years (including current financial year). The Copy of work experience should be uploaded in the e-portal (Mandatory).

<u>Financial turnover</u>: The agency wish to participate in the tenders shall have a minimum financial turnover of Rs.1.80 Crores in sawn chocks/timber supply works in any one financial year in the preceding 10 years (including current financial year) (Mandatory).

## C. <u>INSTRUCTIONS TO FILL COMMERCIAL BID AND COMMERCIAL TERMS & CONDITIONS:</u>

## 15. EARNEST MONEY DEPOSIT (EMD):

#### a. Submission of EMD:

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

- i) For the benefit of participating suppliers/contractors/bidders, to facilitate them for payment of EMD/refund facility, the Government decided to make transactions more transparent, the following should be followed for the payments:
- ii) All the payments towards the EMD should be paid through Net Banking/RTGS/NEFT/Credit Card/Debit Card only.
- iii) When the payment of EMD is made through Net Banking/RTGS/NEFT from their registered bank accounts, the refunds will be reverted to those accounts only.
- iv) When the payments of EMDs are made using the Credit Card/Debit Card, as per the VISA/Master Card guidelines, the refunds will be reverted to the Originating Card from which payment was made.

#### b. Note Regarding EMD Payment:

- i) Bidders are encouraged to use only Net banking facility for payment of EMDs as far as possible for faster refunds in case of unsuccessful Bids for the Tender.
- ii) Bidders are advised not to use RTGS Challan downloads at the penultimate hour of Bid submission closing as any delay by their banker would not enable Bid submission on the platform. Please allow a minimum of 60 minutes for enabling "Continuation of Bid Submission" from the time the Pool Account receives credit of the EMD from the Bidder's Bank for both NEFT and RTGS Transfers. For RTGS Transfers, the Pool Account can get immediate credit whereas NEFT transfers would follow RBI Payment Cycle time.
- iii) Bidders are advised to pay EMD Online at least T-1 or T-2 days before Bid submission closing date (T= Bid submission closing date) to avoid last minute delays and denials of successful Bid submission and to take care of any delays in Banking procedures.

## c. EMD Refund process:

#### For 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 TS e- procurement to SCCL and the EMD will be converted to Security Deposit (SD).
- ii) EMD of successful bidder will be refunded after faithful execution of the order.

## d. Note Regarding EMD Refunds:

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

 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 5% of offer value for the items / quantity quoted. If the EMD amount paid is lower than 5% of the offer value, the offer is liable for rejection.
- v) No interest will be paid on the EMD.
- vi) EMD paid against earlier enquiry will not be adjusted for the current enquiry.

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

The following are exempted from submission of EMD:

- i) All Government Undertakings.
- ii) Firms registered under Micro, Small and Medium Enterprises Development (MSMED) Act/ SSI/NSIC for enquired items with appropriate classification code related to the subject tender are exempted from payment of initial EMD. If they happened to be successful bidder, they have to submit total EMD at the time of executing the Agreement.
- iii) Ancillary Units / Subsidiaries of SCCL.

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

#### f. Forfeiture of EMD:

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

- a. Withdraws the offer during validity / extended validity period.
- b. Changes the terms and conditions of the offer during validity / extended validity period.
- c. Does not accept the 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.

#### **16.OFFER VALIDITY:**

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

#### 17. 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. Banker's Name and address together with Branch Code and IFSC / RTGS Code.
- f. Tax registration and other details to the extent applicable along with documentary evidence.
  - i) GST Registration No

of Bhupalpally stores from time to time.

- ii) IT PAN Registration No
- iii) Turnover certificate duly certified by CA in case of unregistered bidder

#### **18. DELIVERY TERMS**

#### I. For Domestic Bidders:

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

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

The safe arrival of stores at destination shall be the responsibility of the supplier. Prices quoted must be FIRM till delivery; otherwise the offer will be rejected. The bidder should quote their unit rate on FOR (Free on Road / Rail) destination basis as per the requirement of Price bid (Sheet for Domestic Bidder) with break-up i.e., i) Basic price per sawn chock, , ii) GST @ 18% on material supply, iii) Transport cost per sawn chock, iv) GST@5% on material transport, v) Total cost per sawn chock to RG-II stores. The agency should

FOR destination: The sawn chocks should be supplied to **Bhupalpally Area** Stores.

supply the sawn chocks to Bhupalpally stores as per the monthly requirements

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

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

- i) When the offered goods or services or both are subject to GST, the bidder shall clearly mention "GST" Extra, i.e., CGST+SGST+ Compensation Cess (if any) or CGST+UTGST+Compensation Cess (if any) or IGST+ Compensation Cess (if any) in their bid along with the rate applicable unless exempted. Bids quoted on taxes inclusive basis will be summarily rejected.
- ii) In case of bidders registered under GST, the bidder shall submit a copy of the "Certificate of provisional Registration" i.e., FORM GST REG-25 under GST. The bidder shall however submit a copy of the final "Certificate of Registration" i.e., FORM GST REG-06 after receipt of the same. The bidder shall invariably mention their GST Registration Number (GSTIN) and 6 Digit HSN Code along with description of goods or services or both as per the Goods and Service Tax Act for the enquired items in the Price Bid Format of their offer.
- iii) In case of unregistered bidders, the bidder shall submit their turnover certificate duly certified by Chartered Accountant for the immediate preceding financial year.
- iv) In order to enable SCCL to avail Input Tax Credit (ITC), the bidder registered under GST should submit Tax Invoice as per the provisions of GST Act.
- v) In case of bidders who opted for composition levy under GST, the bidder shall submit a copy of the "Certificate of provisional Registration" i.e., FORM GST REG-25 under GST and a copy of the intimation filed in FORM GST CMP-01. The bidder shall however submit a copy of the final "Certificate of Registration" i.e., FORM GST REG-06 after receipt of the same.
- vi) The Composition bidder shall not quote any taxes under GST and his bid is invariably evaluated without taxes under GST.
- vii) The Composition bidder shall submit "Bill of Supply" with the words "Composition taxable person, not eligible to collect tax on Supplies" for the supplies made by him
- viii) In case, any credit, refund or other benefit is denied or delayed to SCCL due to any non-compliance by the Supplier (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Supplier, the Supplier would reimburse SCCL the loss to SCCL including, but not limited to, the tax loss, interest and penalty.
- ix) 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. 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.
- **c.** 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.
- d. 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.

## 20. INPUT TAX CREDIT (ITC):

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

GSTIN (Provisional): 36AAACT8873F1Z1 PAN (Under Income TAX ACT, 1961) : AAACT8873F

- ii) At the time of evaluation of offers of the 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.

#### 21. 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.

#### 22.SCCL PAYMENT TERMS:

## I. For Domestic Supplies:

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

#### a. For Revenue items:

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

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

#### c. Tax retention clause:

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

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

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

#### 23. DELIVERY SCHEDULE:

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

## 24. LIQUIDATED DAMAGES (LD):

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 undelivered per week of delay or part thereof subject to a maximum of 15% 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.

#### 25. 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.

#### **26. PRICE FALL CLAUSE:**

Bidder shall pass on the benefit to the SCCL on its own, in case the bidder sells same item to any Public or Private sectors within a period of 6 months from the date of receipt of order at price less than the price offered to SCCL with same terms and conditions, otherwise, SCCL reserve its right to recover 1½ times the difference amount from the running bills anywhere in the company for the items delivered and to be delivered. In case the running bills amount is not sufficient, SCCL may give notice to pay the amount, the bidders shall pay the amount within 15 days of receipt of the notice, otherwise the amount will be recovered by invoking the Performance Bank Guarantee.

#### 27. 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.

#### 28. 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.

#### 29. UNSOLICITED DISCOUNT:

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

SCCL reserves the right not to accept the lowest bid.

## D. INSTRUCTION TO FILL PRICE BID & EVALUATION CRITERIA:

#### **30. 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.

#### 31. PRICE BID EVALUATION CRITERIA:

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

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

## **GENERAL TERMS & CONDITIONS:**

#### 32. 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) Delivery challan
- iii) Original LR / RR

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
- 33. 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.

## 34. 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.

#### 35. BANK CHARGES:

a. Wherever under this order full/part payment is accepted against documents sent through Bank, it is made clear that no Bank charges or Bank Interest would be paid. In case such interest is still charged, the Singareni Collieries Co. Ltd., reserves the right to refuse to retire the documents, altogether and resultant demurrages, rebooking charges, etc., would be entirely to suppliers account. b. The Singareni Collieries Co. Ltd., do not accept any conditions/stipulations for release of documents in certain number of days. However, the suppliers should ensure presentation of documents in time to see that no demurrage is incurred.

#### 36. DEMURRAGE / WHARFAGE:

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

- i) Violation of the inspection clause.
- ii) Material dispatched after expiry of delivery period without obtaining approval in advance for extension of delivery period.
- iii) Dispatch of materials not as per schedule / mode of dispatch / approved transporter as per P.O.
- iv) Late receipt of invoice or
- v) Due to violation of any other clause / clauses of the purchase order, will be to the vendor's account. Supplier would also be responsible for all such payments due to late receipt of RR/LR and other documents. Supplier shall advise the banker to accept payment as made by SCCL after deducting such charges for releasing the documents.

#### **37.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 has applied in advance, for extension of Delivery Schedule, stating the reasons thereof on production of documentary proof and in such case levying liquidated damages for delayed deliveries may be waived fully or partly but decision of the Singareni Collieries Co. Ltd., in this matter shall be final. No material should be dispatched 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.

#### 38. 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.

#### 39. 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.

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

Or

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

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

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

#### **40. LAWS APPLICABLE:**

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

#### 41.INDEMNITY:

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

#### 42. 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.

#### 43. 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, 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.

#### 44. WORK AND PAYMENT DURING CIVIL COURT PROCEEDINGS:

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

#### 45. 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 (Env & Forestry-FAC). In case the issues are not settled at GM (Env & Forestry-FAC). level, correspondence shall be made with Director (Projects & Planning). In case the issues are not settled at Director (Projects & Planning) level also, correspondence shall be made with C&MD. Bidder is advised to visit SCCL's web site <a href="www.scclmines.com">www.scclmines.com</a> for name and address phone number, and e-mail ID of consignee, Area GMs, GM (Env & Forestry-FAC). Director (Projects & Planning) and C&MD.

#### 46. BRIBES & GIFTS:

Any Bribe, Commission, gift or advantage given, promised or offered by or on behalf of the Supplier or his partner, agent or servant or any one on his or their behalf to any Officer, Servant, representative or agent of the Singareni Collieries Company Limited, or any person on his or their behalf for obtaining or executing of this or any other contract with Singareni Collieries Co. Ltd., shall in addition to any criminal liability which the Supplier may incur, subject the Supplier in the cancellation of this and all other contracts with and also to payment of any loss of damage resulting from any such cancellation to the like extent as is provided in case cancellation under clauses thereof.

Any question or dispute to the commission of any offence under present clause shall be settled by the Singareni Collieries Co. Ltd., in such manner and on such evidence of information as they think it sufficient & their decision, shall be final and conclusive.

## **47. LIMITATION OF LIABILITY:**

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

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

Sd/G.M. (Env& Forestry-FAC)
The Singareni Collieries Company Ltd.
(A Govt. Company)
Kothagudem Collieries - 507 101.

#### SPECIFIC TERMS AND CONDITIONS FOR SUPPLY OF SAWN CHOCKS

#### RATE:

- 1. The rate quoted shall be on firm price basis and inclusive of loading of Sawn chocks into Lorries at supplier's place and unloading and stacking at SCCL Stores all taxes and incidental expenses.
- 2. No claim for reimbursement of any additional expenditure on account of increase in price of lubricants, spare parts of vehicles, wages payable to workers by the contractor etc., shall be allowed.
- 3. No waiting charges will be paid either at loading point or at unloading point if the vehicles are detained for any reason.

## **EXECUTION OF WORK:**

- 4. Period of contract shall be one year from the date of award letter.
- 5. The supplier has to commence supply of Sawn chocks within 10 days from the date of awarding the work and completes the same on or before the time prescribed in award letter.
- 6. Sawn chocks of the approved species, as mentioned in the award letter or in the annexure only shall be supplied.
- 7. The sawn chocks should be sound, straight and free from defects like cuts, splits, spirals, twisted grains, boxed heart, borer attack etc., They should be sawn on four sides. Sawn chocks should be as per the specifications *i.e.*, 4'x4"x3" sized (1.20 Mtrs x10Cms x 7.5Cms).
- 8. The entire quantity awarded shall be supplied to respective places as mentioned in the award letter within the stipulated time with 5% variation in quantity.
- 9. The company shall not in any way be liable to pay any compensation incase of loss, consequences of any strike, lock outs, shortage of labour/lorries, shortage of material tendered, fire, breakdown or accident of machinery, riots, instructions or restraints imposed by Govt. or act of legislation or other authority or by any reason beyond the control of the Company.
- 10. Each lorry transporting Sawn chocks to SCCL shall be accompanied with invoice (with details of log-wise measurements, species, quantity etc.,) in triplicate and timber transit permit as per the timber transit rules in-vogue at the time of delivery.
- 11. The supplier must arrange to mention the origin of supply and the quantity in each lorry clearly on the chalan/transit permit. The material must be unloaded and stacked at the respective stores so as to facilitate for inspection.
- 12. All the material not to the specifications of the contract will be summarily rejected.
- 13. The supplier or his authorized representative should be available at the SCCL stores during inspection of the material as per the date and time informed to him. If not, the inspection shall be carried out as per schedule by SCCL itself, the result of which shall be binding on the supplier. The inspection committee consists of Officers from Forestry, Stores and Accounts departments of respective area.

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- 14. The supplier shall arrange men and material required for inspection of the material.
- 15. The supplier has to make his own arrangements for taking back the rejected material within 30 days of rejection from Company stores and Company shall not be liable for damage etc., of the rejected materials lying in the stores. If the same is not lifted within 30 days, the Company will confiscate the material and the supplier shall have no claims over the material.
- 16. Urgent supplies if required by the Company by way of sudden requirement must be made good within the short notice by E-mail, telephone etc.,

#### **PENALTIES:**

- 17. If the supplier fails to supply the awarded quantity in full or as per the schedule given to him, SCCL shall arrange to procure the same from other sources additional amount incurred if any on account of this, shall be recovered from the bills/deposits of the original supplier or any other means available with SCCL.
- 18. Penalty for delayed delivery will be levied at the rate of 0.5 percentage of the value of undelivered quantity per week or part there-of with a sealing of 15% of such value.
- 19. The supplier is liable for forfeiture of the whole or part of the EMD for non-supply of Sawn chocks in time or for contravention of any conditions.
- 20. Advisor (Forestry)/Director (P&P) will be the authority to determine whether there is a failure on the part of supplier in supplying the Sawn chocks. However the contractor has the right to appeal to Director (P&P), SCCL and his decision shall be final and binding on the contractor.
- 21. If the supply is not commenced as per the schedule given to him in the award letter and or through the executive instructions of the Advisor(Forestry)/Director(P&P) or his authorized representative, the contract will be terminated and the deposit paid by the supplier will be forfeited.

#### **PAYMENTS:**

- 22. The bills submitted by the contractor to the Area stores concerned will be scrutinized and passed within reasonable time and will be forwarded to the Finance and Accounts dept. for the purpose of payment. No interest shall be payable to the contractor on delayed payments if any. The bank commission charges shall be borne by the contractor incase the payment is made through DD on his request.
- 23. Payment will be released to the accepted quantities only.
- 24. Release of EMD: EMD will be released to the contractor after successful completion of work and after the receipt of satisfactory report from RGII/BHPL stores.

## **APPLICATION OF VARIOUS LAWS:**

25. The contractor shall scrupulously follow and adhere to the various provisions of relevant laws applicable to the work and labour including payment of minimum wages to labour etc., amended from time to time, along with relevant G.Os.

The Company is in no way responsible for payment of any wages, remuneration or any other compensation arising out of any claims by the contractor's employees by court of Law or any Govt. or out side agency.

- 26. The contractor has to comply with all applicable rules of Forest department of Telangana and other states while transporting the sawn chocks. He and his employees will be responsible for consequences of violating any or all such rules.
- 27. The contractor has to comply with the transport rules and regulations and to carry the load not more than the Gross weight of the vehicle as per 'C'-Book under MV Act.
- 28. The supplier shall also follow the State provisions of TSVAT, viz, GST,IT,TCS etc, if any from time to time as applicable.

## LIST OF HARDWOOD SPECIES RECOMMENDED FOR CHOCKS

Sl.	Local Name	Scientific Name
No		
1.	Abnus,tuniki	Diospyros melanoxylon
2	Bandaru	Adina cordifolia
3	Barraduddi	Sacopetalam tomehtosum
4	Battaganapu	Mitragyna parvifolia
5	Billudu	Chloroxylon swietenia
6	Bojja, Konda Tangedu	Xylia xylocarpa
7	Bondugu	Heterophragma roxburghii
8	Budadhermi	Careya arborea
9	Butankus	Elaeodendron roxburghii
10	Chilka duddi	Polyalthia cerasoides
11	Chilla	Strychnos potatorum
12	Chennangi, Chinangi	Lagerutroemea parviflora
13	Chinduku, Chinta Elags	Albizzia odoratissima
14	Chitmit	Gardenia gummifera
15	Chiruman, Tiruman	Anogeissus latifolia
16	Dirshnam	Albizzia lebbek
17	Divi-Divi	Caesalpinia eoriaria
18	Erra Madi, Yerumadi, Tella Maddi	Terminalia arjuna
19	Gugilam	Shorea robusta
20	Ippa	Madhuca indica
21	Jammi	Prosopis cineraria
22	Kadami,Kadapa	Barringtonia acutangula
23	Kalagoru,Kaladod,Kapa-garju	Stereosperumum actangula
24	Karaka	Terminalia Chebula
25	Karinga	Gardenia lucida
26	Korivi	Ixora parviflora
27	Kruman, Kuramaddi, Duramaddi, Mulumaddi	Bridelia retusa
28	Lodgu	Pterosperumum heyneanum
29	Mogili, Togaru, Togar-Mogili	Morinda tinctoria
30	Mokhab	Schrebera swietenioides

Sl. No	Local Name	Scientific Name
31	Musti,Esa-Musti	Strychnos nux-vomia
32	Nalla Maddi	Terminalia tomentosa
33	Nalla Tumma(Babool)	Acacia nilotica
34	Narlingi	Albizzia amara
35	Seema Tangedu	Cassia siamea
36	Pala	Mimusops hexandra
37	Pala Kordeha,Pala Kodisha, Tella Pala	Wrightia tinctoria
38	Paladanti, Balapanta	Ehretia laevis
39	Pasi,Bu-Chakaram	Anogeissus acuminata
40	Padda Ari, Pal-Chinta	Bauhinia malabarica
41	Pedda Chilka Duddi	Miliusa velutina
42	Pedda Egi	Pterocarous marsupium
43	Pedda Karinga	Gardenia latifolia
44	Pul-Chinta, Pullachint	Pitecolobium dulce
45	Pusku, Pusugu	Schleichera trijuga
46	Rela	Cassia fistula
47	Sissu	Dalbergia Sissoo
48	Somi	Soymida febriguga
49	Sundra/Chundra	Acacia chundra
50	Tani	Terminalia belerica
51	Teak, Teku	Tectona grandis
52	Tedla Pala	Nerium antidysentericun
53	Tellachinduku	Albizzia procera
54	Tella Elka	Gardenia turgida
55	Tella Karaka	Terminalia pallia
56	Tella Modgu, Chikkudu	Ougeinia dalbergioides
57	Tella Tumma	Acacia leucopholoea
58	Thada	Grewiatilliae folia
59	Torra Elka	Limonia acidissima
60	Udugu	Alangium salvifolium
61	Val Sandra	Acacia ferruginea
62	Yeppa, Nara-Yeppa	Hardwickia binata

## **SPECIAL TERMS & CONDITIONS**

## 1. Eligibility criteria for commercial order:

<u>Prime Experience</u>: The Contractor should have supplied a minimum of 1 Lakh Nos of Sawn chocks to any of the Government /PSUs in any one financial year in the preceding 10 years (including current financial year). The Copy of work experience should be uploaded in the e-portal (Mandatory).

<u>Financial turnover</u>: The agency wish to participate in the tenders shall have a minimum financial turnover of Rs.1.80 Crores in sawn chocks/timber supply works in any one financial year in the preceding 10 years (including current financial year) (Mandatory).

<u>Earnest Money Deposit(EMD)</u>: EMD as mentioned in the NIT shall be paid online through any nationalized bank in favour of The Singareni Collieries Company Limited, Corporate. (Mandatory).

All Government undertakings and firms registered under MSME/NSIC with appropriate classification code related to the subject tender are exempted from payment of initial EMD. If they happened to be successful bidder, they have to submit total EMD at the time of executing the Agreement.

#### 2. Evaluation criteria:

In price bid, the bidders should quote their rate per sawn chock as per format given in e-portal. The bidders who qualify in the Technical Evaluation only will be considered for price bid evaluation, on approval of competent authority.

## 3. Payment Terms:

- i) The bills submitted by the contractor to the Area stores concerned will be scrutinized and passed within reasonable time and will be forwarded to the Finance and Accounts dept. for the purpose of payment. No interest shall be payable to the contractor on delayed payments if any. The bank commission charges shall be borne by the contractor incase the payment is made through DD on his request.
- i) Payment will be released to the accepted quantities only.
- ii) Release of EMD: EMD will be released to the contractor after successful completion of work and after the receipt of satisfactory report from BHPL stores.

#### 4. Price Conditions:

#### RATE:

- i) The rate quoted shall be on firm price basis and inclusive of loading of Sawn chocks into Lorries at supplier's place and unloading and stacking at SCCL Stores all taxes and incidental expenses.
- ii) No claim for reimbursement of any additional expenditure on account of increase in price of lubricants, spare parts of vehicles, wages payable to workers by the contractor etc., shall be allowed.
- iii) No waiting charges will be paid either at loading point or at unloading point if the vehicles are detained for any reason.
- **5. Any other specific terms required.** : As per the terms and conditions for supply of sawn chocks.

## **Annexure-III**

## **Technical Specifications**

#### I. List of Items:

- i) Sawn chocks of the approved species, as mentioned in the award letter or in the annexure only shall be supplied.
- ii) The sawn chocks should be sound, straight and free from defects like cuts, splits, spirals, twisted grains, boxed heart, borer attack etc., They should be sawn on four sides. Sawn chocks should be as per the specifications *i.e.*, 4'x4"x3" sized (1.20 Mtrs x10Cms x 7.5Cms).

## Format of Letter of Bid (LOB)

#### LETTER HEAD OF BIDDER

To,

## The General Manager (Environment & Forestry(FAC)

The Singareni Collieries Company Limited., Kothagudem Post. Bhadradri Kothagudem District. Telangana State.

PIN - 507101

Sub: Letter of Bid for supply of 2.0Lakh Nos of Sawn chocks to BHPL Stores.

Enquiry No: CRP/FTY/T/44(a)/2025/03, dt.03.10.2025

Dear Sirs,

I/We offer to Supply the 2.0Lkh Nos of Sawn chocks 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 Authorised Signatory:
- 2. Type of Authorisation:
- 3. Name of the Bidder:
- 4. Address:
- 5.e-Mail Address:
- 6. Mobile/Telephone Number:
- 7. Place:
- 8. Date:

## **ANNEXURE - V**

Sub : Supply of 2.0Lakh Nos of Sawn chocks to BHPL Stores.

Enquiry No: CRP/FTY/T/44(a)/2025/03, dt.03.10.2025

Acceptance of Commercial terms and conditions by the Bidder.

SI No	Commercial Terms of NIT	Acceptance of Bidder
1	Instructions to Bidder (Submission/Evaluation of Bid, etc)	Accepted
2	Bid Validity	Accepted
3	Prices clause including Firm price on FOR Destination/FOB	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	Liquidated Damages	Accepted
11	Risk Purchase	Accepted
12	Force Majeure	Accepted
13	Guarantee / Warranty as per Technical specifications of NIT	Accepted
14	Currency of Bid	Accepted
15	Price Fall clause	Accepted
16	General Terms and Conditions	Accepted
17	Settlement of Disputes clause.	Accepted

## $\underline{\mathsf{THE}\;\mathsf{SINGARENI}\;\mathsf{COLLIERIES}\;\mathsf{COMPANY}\;\mathsf{LIMITED}}$

## **OTHER COMMERCIAL INFORMATION**

Subject of	Subject of the enquiry Supply of 2.0Lakh Nos of Sawn chocks to BHPL Stores		
<b>Enquiry No</b>	o. and date CRP/FTY/T/44(a)/2025/03,	dt.03.10.2025	
SI No	Particulars	Details	Remarks, if any
1	Details of EMD (if applicable)		
2	Proof of being Manufacturer (for tendered item)		
3	Type of Registration (SSI/NSIC/DGS&D etc.)		
(a)	Document reference no. & date		
(b)	Issued by		
(c)	Registration Number		
(d)	Name of the Registering Authority.		
4	Validity of offer (180 Days From date of Opening of Techno-Commercial Bid)		
5	GST Details		
(b)	Rate of GST	As quoted in Price Bid	
6	Packing & Forwarding Charges (Inclusive/Extra-Rate in % to be indicated)	As quoted in Price Bid	
7	Freight & Insurance charges (Inclusive/Extra - Rate in % to be indicated)	As quoted in Price Bid	
8	PAN NO		
9	Payment details (for EFT)		
(a)	Account Name		
(b)	Banker's Name		
(c)	Branch		
(d)	Address, City/Town, District, State		
(e)	Account type		
(f)	A/c No & EFT No		
(g)	IFSC Code		
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 On FOR Destination basis	
13	Lead time required to commence the supplies (in weeks)		
		· · · · · · · · · · · · · · · · · · ·	·

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

## **ANNEXURE - VII**

## **DECLARATION CERTIFICATE**

We do hereby declare that the contents of the offer submitted vide		
Noagainst 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."		
Date: Signature of the Tenderer		
Place:		
Seal of the Firm		

## **ANNEXURE - VIII**

## NON-BANNING OR DELISTING CERTIFICATE

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

Date: Place:	Signature of the Tenderer
i lacc.	Seal of the Firm

## List of documents to be up loaded

SI No	Document name
1	In case of claiming exemption for EMD, copy of SSI/NSIC/MSME
2	Commercial information
3	Letter of bid (LOB)
4	Acceptance to commercial terms
5	GST Registration Certificate
6	Declaration and No-banning certificate
7	Copies of Previous Purchase orders placed by SCCL / Government organizations / PSUs / Subsidiaries of CIL
8	Copies of Satisfactory performance report issued by Government organisations / PSUs/ Subsidiaries of CIL for the previous orders submitted.
9	Any other documents as per NIT- Prime experience, Financial turnover and EMD

## INFORMATION TO THE BIDDERS FOR SUBMISSION OF BIDS THROUGH e-PROCUREMENT

#### 1. Submission of Bid:

- 1. The bidder shall submit his response through Bid submission to the tender on e-Procurement platform at <u>www.eprocurement.telangana.gov.in</u> by following the procedure given below. The bidder would be required to register on the e-procurement market place <a href="https://tender.telangana.gov.in">https://tender.telangana.gov.in</a> and submit their bids online. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform.
- 2. The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats displayed in e-Procurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids and other certificate/documents in the e-Procurement web site. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.
- 3. The system would only authenticate the Encryption certificate uploaded into the E-procurement system at the time of User Registration or updated through User profile. The bidder has to ensure that the uploaded certificate in the e-procurement system is used for the Bid submission and no other certificate though valid will not be recognized by the e-procurement system.

## 2. Registration with e-Procurement platform:

- 1. For registration and online bid submission bidders may contact HELP DESK. https://tender.telangana.gov.in
- 2. <u>Digital Certificate authentication:</u> The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-Procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-Procurement platform.
- 3. For obtaining Digital Signature Certificate, you may please Contact:

TSTS Office, 2nd floor, HACA Bhavan, Opp Public Gardens, Saifabad, Hydrabad – 500004, Contact Helpdesk : 9177769764

(OR)

You may please Contact Registration Authorities of any Certifying Authorities (CA) in India. The lists of CAs are available by clicking the link https://tender.telangana.gov.in/digital-signature.html#

## 3. Tender Document:

- 1. The bidder is requested to download the tender document and read all the terms and conditions mentioned in the tender Document and seek clarification if any from the Tender Inviting Authority. Any offline bid submission clause in the tender document could be neglected.
- 2. The bidder has to keep track of any changes by viewing the Addendum/Corrigenda issued by the Tender Inviting Authority on time-totime basis in the E-Procurement platform. The Department calling for tenders shall not be responsible for any claims/problems arising out of this.

## 4. <u>Bid Submission Acknowledgement:</u>

The bidder shall complete all the processes and steps required for Bid submission. The system will generate an acknowledgement with a unique bid submission number after completing all the prescribed steps and processes by the bidder. Users may also note that the bids for which an acknowledgement is not generated by the e-procurement system are treated as invalid or not saved in the system. Such invalid bids are not made available to the Tender Inviting Authority for processing the bids. The Government of TS is not responsible for incomplete bid submission by bidders.

## 5. Letter of Bid:

- 1. The format of Letter of Bid (as given in the NIT) will be downloaded by the bidder and will be printed on Bidder's letter head and the scanned copy of the same will be uploaded during bid submission in Cover-I(PQ). This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information.
- 2. The physical signature in the Letter of Bid (LOB) will be accepted without questioning the identity of person signing the Letter of Bid as it contains digital signature of DSC holder.
- 3. If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid will be rejected.

## 6. Modification / Withdrawal of Bid:

1. Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid on-line as many times as he may wish. However, any increase in quoted rate shall attract additional transaction fee for the increased value.

2. Bidders may withdraw their bids online within the end date of submission. There is no refund of transaction fee for withdrawal of bids.

## 7. Evaluation of Bid:

- 1. The bidder will have to upload scanned copies of various documents as specified in NIT for the evaluation process
- PQ documents (Technical Bid) shall be decrypted and opened on-line, on the pre-scheduled date and time by the Bid Openers with their Digital Signature Certificate (DSC). The submitted bids shall be evaluated for General, Technical, and Commercial terms & conditions.
- 3. Initially, there will be a technical scrutiny report and commercial scrutiny report generated by the system itself. The copies of system generated technical and commercial scrutiny reports shall be available in the system and may be downloaded by technical department and MP/Purchase department respectively for separately carrying out the technical and commercial scrutiny. Subsequently, technical and commercial scrutiny generated by the system shall be scrutinised/ verified by the concerned departments in light of documents uploaded by the bidders in respect of bidders qualified based upon template response only.
- 4. The system will generate a auto-response sheet based on the bidders' value. However, It will be scrutinized by Tender committee member of SCCL based on the uploaded documents. The summary of Tender committee recommendation of the Techno-Commercial Evaluation will be made available in the portal.
- 5. After evaluation of Techno-commercial bid, all the bidders will get the information regarding status of their eligibility along with the date of Price-bid opening on their personalized dash board and also by system generated e-mail. It will be the bidder's responsibility to check the status of their Bid online at least once daily, after the opening of Techno-commercial bid till opening of the Price-bid. No separate communication will be made to the bidder in this regard.
- 6. The Commercial Bid (Price-bid) of the successful bidders (qualified in PQ) will be decrypted and opened on-line, on the pre-scheduled date and time by the Bid Openers with their Digital Signature Certificate (DSC). The bidders will get the information regarding the status of their financial bid and ranking of bidders on website.
- 7. SCCL reserves the right to verify any of the documents uploaded by the bidder at any stage. All communication will be on e-mail and SMS basis. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time.

#### 8. Shortfall Document:

- 1. The Purchaser may seek shortfall documents during the evaluation of the bids. Any form of communication with SCCL regarding submission of any additional documents will not be allowed.
- 2. These documents may be allowed to be uploaded within the specified time period indicating the "start date & time and end date & time" for online submission by the bidder. The above documents will be specified on-line under the link uploaded shortfall document. The bidders will get this information on their personalized dashboard under "upload shortfall document/ information" link.
- 3. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidders responsibility to check the updated status/ information on their personalized dashboard at least once daily after opening of bid. No separate communication will be required in this regard. Non receipt of email and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidders will upload the requested documents within the specified period and no additional time will be allowed for on-line submission of documents. Shortfall documents can be sought only once and due dates can't be altered.

The bidders are requested to upload all the required documents as per NIT in support of their bids along with the bid itself, as seeking of short fall documents by SCCL is not mandatory.

- 9. The final technical and commercial evaluation of the bids shall be done by the concerned Technical & commercial departments, which shall require approval of concerned HOD.
- 10. After the techno-commercial evaluation, as above, case may be put up to the tender committee for deliberations and recommendations in respect of listing of techno-commercially acceptable bidders.
- 11. After the short listing of techno-commercially acceptable bidders as above, the date and time of opening of Price bids shall be scheduled in the Portal and shortlisted firms shall also be informed through system generated email and SMS alert.
- 12. The Price bid of shortlisted bidders (qualified in PQ bid) will be decrypted and opened on the scheduled date and after the pre-scheduled time by the Bid Openers with their Digital Signature Certificate.
- 13. A system generated comparative statement of landed cost will be duly vetted, before the case is put up for further processing. The Comparative Statement of Prices indicating the rates quoted by all the bidders and item wise L-1 rank will be generated by the system which will be visible to all the participating bidders on-line.

14. All the details of Techno Commercial bid and Price bid will be kept preserved in the archives for auditing purposes and the same can be accessed with special authorization. The IP address of all the bidders who have participated in the bid along with timing and date will also be kept preserved in the system.

Sd/G.M. (Env& Forestry-FAC)
The Singareni Collieries Company Ltd.
(A Govt. Company)
Kothagudem Collieries - 507 101.