



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: 91-08744-245651 / 242874; e-mail ID: gm_pd@scclmines.com.
Company Web site: www.scclmines.com

GST NO: 36AAACT8873F1Z1

REVISED NIT

NOTICE INVITING TENDERS (NIT)

Sub: Supply of LED Light fittings - Reg.

Enquiry Number	E0918O0463, Dated: 04.02.2019
Tender ID	115958
Number of Sources	Three
Mode of enquiry	Open enquiry
Mode of Tendering	Two cover (Pre-Qualification & Commercial Bid) (i.e., Technical Bid & Price Bid)
Input Tax Credit	Not applicable

1. Tenders are invited for supply of LED LIGHT FITTINGS - Reg.
2. The Approximate value of the enquiry is Rs.10.00Crore. Bidder shall submit EMD equivalent to 1% of offer value through online utilizing the "Payment Gateway Service on e-Procurement platform". (For other details Pl. refer EMD clause at para No. 21).
3. Bids are acceptable for PHILIPS/ OSRAM/ G.E./ CROMPTON/ BAJAJ/ HAVELLS/ SYSKA/ LUKER/ NTL/ STANJO/ WIPRO/ GOLDWYN/ SURYA/ PANASONIC makes only.

SCCL Helpdesk Numbers for Bids submission :
EPBAX Numbers: 08744 - 235558/235559/235553

NIT DOCUMENT

A. GENERAL INSTRUCTIONS:

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

Number of sources: Three

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

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

In case lead time and delivery schedule indicated in the offer or confirmed by the firm during techno commercial negotiations before opening the price bid is not meeting the SCCL's desired lead time and delivery schedule as notified in the NIT, SCCL will have right to increase the number of sources till the notified lead and delivery schedule are met, subject to matching with L1 firm's firm'd up price (on landed cost basis) by qualified L2, L3, L4 firms and so on. 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 firm'd up price. In case the Ancillary Unit / Units submitted bid / bids stood L1 or within the number of sources notified in the NIT, the reserved quota share will be over and above the share for which they are eligible as per NIT notification.~~

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

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

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

6. CORRESPONDENCE / DISPUTES DURING ENQUIRY STAGE:

No correspondence / disputes will be entertained before placing order and the decision of the SCCL shall be final. In case of any dispute, after placement of order / contract, the matter will be referred to Arbitration in accordance with the Indian Arbitration Act.

7. COMMENCEMENT OF ORDER:

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

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

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

14. Bidder shall accept the quantity tolerance limit, if any, as per NIT.
15. The approximate weight & Packing dimension of goods offered, wherever required should be mentioned.
16. In case, the Equipment / items enquired require approval of DGMS for use in coal mines, Bidder must submit copy of valid DGMS approval along with offer. Otherwise, the offer is liable for rejection. In case, the validity of DGMS approval / any certificate / license requested in the NIT is expired, the bidder shall submit documentary proof to the satisfaction of SCCL that the bidder has initiated action for renewal of approval and give an undertaking that copy of valid DGMS approval / any certificate / license requested in the NIT would be submitted before dispatch of the Equipment / Items to consider the offer.

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

17. ELIGIBILITY FOR SUBMISSION OF BIDS:

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

18. INSPECTION CRITERIA:

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

19. QUALITY, WORKMANSHIP AND GUARANTEE / WARRANTY:

- a. All Plant & Machinery, Equipment, Spares, Goods and Material offered shall be of best quality and workmanship and shall conform to the specifications stipulated in **Annexure II** / sample supplied and accepted, if any.
- b. All Plant & Machinery and Equipment shall have supplier's Guarantee for material, design, workmanship and performance for a period of 12 months from the date of commissioning or 18 months from the date of dispatch, whichever is earlier.
- c. All sub-assemblies shall have supplier's Guarantee for material, design, workmanship and performance for a period of 6 months from the date of commissioning or 12 months from the date of dispatch, whichever is earlier.
- d. All spares shall have supplier's warranty for rectification or replacement for any defects in material, design and workmanship noticed within a period of 6 months from the date of fitment or 12 months from the date of dispatch, whichever is earlier.

- e. **However, if other Guarantee / Warranty period is stipulated in Annexure-I of NIT Document, the same shall prevail over.**
- f. The offer submitted with a Guarantee / Warranty less than the period stipulated in NIT document is liable for rejection.
- g. Authorized dealers, shall enclose a copy of valid authorization and guarantee / warranty letter regarding quality of material and service & spares support from manufacturer. Otherwise the offer is liable for rejection.

20. ELIGIBILITY CRITERIA FOR COMMERCIAL ORDER: (Refer Special terms and Conditions)

ELIGIBILITY CRITERIA:

Manufacturers or their authorized dealers are eligible to submit their bids. Where bids are submitted by authorized dealers, it is essential that authorization from the manufacturer has to be enclosed, failing which the offer is liable for summary rejection.

PROVENNESS CRITERIA:

- a) The equipment / item to be offered by the bidders' shall be considered proven provided the equipment / **item offered** / item of higher specification must have been supplied not prior to 7 years from the date of opening of tender to the Mining Industry and / or to the other industries (Private or Government/ Public Sector Undertaking) and performed satisfactorily for a period of not less than one year from the date of commissioning.
- b) If the equipment / Item offered is supplied and has been commissioned at SCCL, at least one year prior to the date of publishing of this enquiry, its performance will be considered for evaluation. However, bidders are invariably required to upload the previous order copies of SCCL, if any.
- c) The bidders should essentially submit authenticated copies (ink signed and stamped by the original manufacturer) of supply orders received by them for the same / item offered with details.
- d) Bidders are required to submit Satisfactory Performance reports for the supplies made against the order copies submitted.
- e) In case of supply to Govt. Sector/Public Sector, satisfactory performance report issued by authorized representative of the Company, duly signed and stamped, confirming that the quoted item or similar item of higher specification have performed satisfactorily for a minimum period of 1 year from the date of commissioning of the item shall be considered valid. If the bidder submits two consecutive orders from the same Govt. firm/Public Sector firm/same subsidiary with a gap of 12 months, 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 / item of higher specification, supplied to any Govt. sector / public sector, have performed satisfactorily for a minimum period of 1 year from the date of commissioning of the equipment / item and there are no warranty / guarantee claims pending, shall be considered. Self certification is not acceptable for the supplies made to private firms.

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

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

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

21. EARNEST MONEY DEPOSIT (EMD):

a. Submission of EMD:

It is mandatory for all participant bidders to electronically pay EMD Online by utilizing the "Payment Gateway Service on E-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking/NEFT payment modes through ICICI Bank and/or Axis Bank Payment Gateways to facilitate the transaction. This is in compliance as per G.O.Ms.No. 14 Dated: 18-09-2017. A GST of 18.00% + Bank charges on the transaction amount payable to TSTS 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 atleast 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 TSTS to SCCL and SCCL shall refund the same on submission of Performance Bank Guarantee (PBG).
- ii) Wherever PBG clause is not applicable, EMD of successful bidder will be refunded after faithful execution of the order.

d. Note Regarding EMD Refunds:

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

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

e. Exemption for submission of EMD:

The following are exempted from submission of EMD:

- i) All Government Undertakings.
- ii) OEMs, OESs and Foreign manufacturers for supply of spares.
- iii) Foreign manufacturers for capital items, if they are Proven Suppliers to SCCL for the enquired items.
- iv) Firms registered with Directorate General of Supplies & Disposals (DGS&D) for enquired items.
- v) Firms registered under Micro, Small and Medium Enterprises Development (MSMED) Act for enquired items. This is applicable for procurement of only items produced and services rendered by MSEs, but not for trading activities.
- vi) 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 LOI / order placed within the offer validity period / extended validity period, in accordance with terms & conditions of NIT, offer & negotiations.
- d. Breach of contract during execution, wherever PBG clause is not applicable.
- e. The information/documents submitted by the bidder proved to be false/ incorrect.

22. OFFER VALIDITY:

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

23. BIDDER'S DETAILS:

Bidder shall furnish the following information:

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

I. For Domestic Bidders:

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

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

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

II. Overseas Supplies

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

~~Computation of Landed cost in case of Import of Goods~~

Sl No	Particulars	Basic Customs duty @7.5%			Basic Customs duty @10%		
		FOB		CIF	FOB		CIF
		Other than USA, Canada, Japan	For USA, Canada, Japan	-	Other than USA, Canada, Japan	For USA, Canada, Japan	-
1	FOB Price(Cost) C	100.0000	100.0000		100.0000	100.0000	
**2	Marine Freight on FOB @ 10% other than USA/12% USA	10.0000	12.0000		10.0000	12.0000	
3	Cost + Freight (1+2)	110.0000	112.0000		110.0000	112.0000	
**4	Marine Insurance @ 0.035% of (3)	0.0385	0.0392		0.0385	0.0392	
5	CIF value (3+4)	110.0385	112.0392	100.0000	110.0385	112.0392	100.0000
6	Landing charges@1%on-CIF	1.1004	1.1204	1.0000	1.1004	1.1204	1.0000
7	Assessable Value(5+6)	111.1389	113.1596	101.0000	111.1389	113.1596	101.0000
*7a	Basic Customs duty @7.5% on 7	8.3354	8.4870	7.5750	11.1139	11.3160	10.1000
7b	E. Cess & S.H.E.Cess @ 3% on 7a	0.2501	0.2546	0.2273	0.3334	0.3395	0.3030
*7c	IGST @ 18% on (7+7a+7b)	21.5504	21.9422	19.5844	22.0655	22.4667	20.0525
*7d	Compensation Cess, if any	-	-	-	-	-	-
8	Taxes on Assessable value (7a+7b+7c+7d)	30.1359	30.6838	27.3867	33.5128	34.1221	30.4555
9	GST on Marine Freight [(2)*5%]	0.5000	0.6000		0.5000	0.6000	
9A	-GST on Marine Insurance premium [(4)*18%]	0.0069	0.0071		0.0069	0.0071	
10	Sub total (7+8+9+9A)	141.7817	144.4504	128.3867	145.1586	147.8888	131.4555
**10A	Port Handling & other charges@5% on FOB/CIF	5.0000	5.0000	5.0000	5.0000	5.0000	5.0000
10B	GST on Port Handling and other charges [(10A)*18%]	0.9000	0.9000	0.9000	0.9000	0.9000	0.9000
11	Sub-Total (10+10A+10B)	147.6817	150.3504	134.2867	151.0586	153.7888	137.3555
12	Less Landing charges(6)	1.1004	1.1204	1.0000	1.1004	1.1204	1.0000
13	Total(11-12)	146.5813	149.2300	133.2867	149.9582	152.6684	136.3555
14	Conversion Factor for loading (13/1)	1.4658	1.4923	1.3329	1.4996	1.5267	1.3636
15	Less: Input Tax Credit (7c+7d+9+9A+10B)if yes	22.9573	23.4493	20.4844	23.4724	23.9738	20.9525
16	Total(13-15)	123.6240	125.7808	112.8023	126.4858	128.6946	115.4030
17	Conversion factor for loading (16/1)	1.2362	1.2578	1.1280	1.2649	1.2869	1.1540

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

However, Customs Duty @ 7.5%, IGST @ 18% & Compensation Cess

* "NIL" is considered for the above stated computation.

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

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

25. STATUTORY TAXES, DUTIES AND LEVIES ETC. :

a. Goods and Service Tax (GST):

- When the offered goods or services or both are subject to GST, the bidder shall clearly mention "GST" Extra, i.e., CGST+SGST+ Compensation Cess (if any) or CGST+UTGST+ Compensation Cess (if any) or IGST+ Compensation Cess (if any) in their bid along with the rate applicable

unless exempted. Bids quoted on taxes inclusive basis will be summarily rejected.

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

c. Royalty:

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

d. Any other Taxes / Duties applicable:

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

26. INPUT TAX CREDIT (ITC):

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

GSTIN (Provisional): 36AAACT8873F1Z1

PAN (Under Income TAX ACT, 1961) : AAAC8873F

- ii) At the time of evaluation of offers of the registered bidders, SCCL will consider Input Tax Credit (ITC), if eligible, in respect of eligible goods or services or both indicated in the Commercial Bid Format and their commercial status will be arrived at accordingly.
- iii) At the time of evaluation of offers of the unregistered bidders, SCCL will, in addition to the price quoted in the bids, consider the taxes under GST that it shall pay under reverse charge mechanism in respect of goods or services or both indicated in the Commercial Bid. However, SCCL will consider the Input Tax Credit (ITC), if eligible, in respect of goods or services or both while evaluating the bids.
- iv) Successful bidder shall quote the above GSTIN No. / PAN in all his invoices and documents against supplies, wherever required as per the provisions of the statutes, to enable SCCL to avail Input Tax credit.

27. ERECTION & COMMISSIONING / REPAIR / MAINTENANCE CHARGES:

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

28. SUBMISSION OF BIDS ON FIRM PRICE BASIS:

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

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

29. SCCL PAYMENT TERMS:

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. Tax retention clause:

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

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

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

II. ~~For Overseas Supplies:~~

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

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

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

30. DELIVERY SCHEDULE:

- i) Bidders must clearly mention lead time required and delivery schedule in the bids for the enquired items. Successful bidder shall supply the enquired items in accordance with lead time and delivery schedule as indicated in the Commercial Bid Format or confirmed during techno commercial negotiations.
- ii) In case of overseas suppliers: Bidders must clearly mention lead time required and delivery schedule in the bids for the enquired items. Successful bidder shall supply the enquired items in accordance with lead time and delivery schedule as indicated in the Commercial Bid Format or confirmed during techno commercial negotiations or in accordance with the specified delivery schedule notified in the NIT as consignment wise letter of credit will be opened based on the delivery schedule.

31. LIQUIDATED DAMAGES (LD):

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

Recovery of any claim towards LD charges, penalty, fee, fine or any other

charges from the supplier / vendor will be made along with applicable GST and the amount shall be adjusted with the payment to be made to the supplier / vendor against their bill/invoice or any other dues.

32. FORCE MAJEURE CONDITIONS:

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

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

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

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

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 Banks (SBI & Associates and Nationalized banks)** as mentioned below as per Proforma enclosed (Annexure – VI): However, where value of BG is Rs.5 lakhs and above, the BG should be obtained from the bank branches situated at Hyderabad / Kothagudem or operative and payable at bank branches situated at Hyderabad/ Kothagudem.
 - i) **10% of the order value for supply of equipment**
 - ii) ~~5% of the order value for supply of sub-Assemblies / spares.~~
 - iii) ~~2.5% of the order value per year for supply of sub-assemblies/ spares on rate contract basis.~~
 - iv) ~~10% of consignment wise value in case of overseas supplies where payment is by way of Letter of Credit.~~
- b. The above PBG shall be valid up to 3 months over and above the Guaranty / Warranty period. In case there is a delay in supply of material for whatsoever reason, the Bank Guarantee shall be extended suitably three months before its expiry.
- c. In case the firm fails to submit consolidated Performance Bank Guarantee as stipulated in NIT document, consignment wise amount at the rates mentioned as per clause No. 33(a) will be deducted from bills payable to the firm against supplies made.
- d. In case the firm fails to fulfill Guarantee / Warranty terms of the order:
 - i) The PBG submitted as mentioned at clause No. 33(a) will be invoked **inclusive of GST.**
 - ii) The amount deducted as mentioned at clause No. 33(c) will be forfeited **inclusive of GST.**

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

34. PRICE FALL CLAUSE:

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

35. RISK PURCHASE CLAUSE:

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

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

36. QUANTITY VARIATION:

The bidder shall agree to accept part order at unit prices without limitation and accept to enhancement of ordered quantity up to 40% during the order validity period at the same price, terms and conditions of original order.

37. UNSOLICITED DISCOUNT:

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

SCCL reserves the right not to accept the lowest bid.

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

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

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

D. INSTRUCTION TO FILL PRICE BID & EVALUATION CRITERIA:

40. BIDDING CURRENCY:

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

41. If the bidder is registered with DGS&D for supply of offered items, he shall not quote more than the rates published in DGS&D rate contract. Documentary proof for the same shall be enclosed.

42. PRICE BID EVALUATION CRITERIA:

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

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

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

GENERAL TERMS & CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

45. **PACKING:**

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

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

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

47. **DISPATCH DOCUMENTS:**

a. **Domestic Supplies:**

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

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

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

- i) Duplicate copy of Commercial Invoice / Taxable Invoice

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

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

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

~~b. Overseas Supplies:~~

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

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

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

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

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

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

50. DISPATCH TO WRONG DESTINATION:

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

51. BANK CHARGES:

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

52. DEMURRAGE / WHARFAGE:

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

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

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

53. LIQUIDATED DAMAGES FOR DELAYED SUPPLIES:

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

54. EXTENSION OF TIME:

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

55. CANCELLATION OF CONTRACT IN PART OR IN FULL:

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

56. CONSEQUENCES OF BREACH:

a. Deliveries:

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

- 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

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

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

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

c. Performance Bank Guarantee will also be forfeited for any breach of contract.

57. LAWS APPLICABLE:

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

58. INDEMNITY:

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

59. ARBITRATION:

Normally all disputes should be settled by negotiations between the Company and the concerned parties.

In case any dispute / difference is not settled through negotiations, the respective parties can seek remedy through Arbitration only by invoking the same within 120 days of raising of dispute. No disputes shall be referred to civil courts other than through Arbitration.

- (a) In case of any dispute Sole Arbitrator shall be appointed from the list of 3 judicial officers maintained by SCCL duly following the provisions of Arbitration and conciliation act 1996 as amended from time to time. The list of such names shall be forwarded to the party as and when the party requests for resolving the dispute. Such Judicial Officer as chosen by the party will be appointed by the Chairman & Managing Director to adjudicate the dispute as a Sole Arbitrator. The Arbitrator so appointed shall conduct the proceedings in accordance with the Arbitration & Conciliation Act, 1996 as amended from time to time and pass a reasoned award. Both the parties should bear the cost of the arbitration equally.
- (b) If the Sole Arbitrator appointed by the Chairman & Managing Director of the Singareni Collieries Company Limited is unable to continue as an Arbitrator for any reasons to be recorded in writing and the Chairman & Managing Director of Singareni Collieries Company Limited thinks fit for appointment of a new Arbitrator in the place of existing Arbitrator, he is having a power to do so. Such new Arbitrator shall be appointed following the same procedure as contemplated in (a) above.
- (c) As and when such new Arbitrator is appointed, he can either continue the arbitration proceedings from the stage where the earlier Arbitrator discontinued his proceedings or alternatively the new Arbitrator may start proceedings de novo if the circumstances warrant him to do so.
- (d) Failing to invoke Arbitration Clause within 120 days of dispute (from the date of the raising of the dispute) it is deemed that there is no dispute

between the parties. No disputes shall be entertained in any form and on any matter pertaining to contract after expiry of 120 days of the period.

- (e) Fee and expenses payable to the Sole Arbitrator shall be governed by the Arbitration & Conciliation Act, 1996 as amended from time to time and shall be borne equally by both parties to the dispute.

60. WORK AND PAYMENT DURING ARBITRATION:

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

61. CORRESPONDENCE AFTER PLACING ORDER:

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

62. BRIBES & GIFTS:

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

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

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

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

SPECIAL TERMS & CONDITIONS

1. ELIGIBILITY CRITERIA FOR COMMERCIAL ORDER:

ELIGIBILITY CRITERIA: Manufacturers or their authorized dealers are eligible to submit their bids.

Where bids are submitted by authorized dealers, it is essential that authorization from the manufacturer has to be enclosed, failing which the offer is liable for summary rejection.

PROVENNESS CRITERIA: The equipment / item to be offered by the bidders' shall be considered proven provided the equipment / item offered / item of higher specification must have been supplied in the past to the Mining Industry and / or to the other industries (Private or Government/ Public Sector Undertaking) and performed satisfactorily for a period of not less than one year from the date of commissioning.

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.

The bidders should essentially submit authenticated copies (ink signed and stamped by the original manufacturer) of supply orders received by them for the same /similar equipment / item offered with details.

Bidders are required to submit Satisfactory Performance reports for the supplies made against the order copies submitted.

In case of supply to Govt. Sector/Public Sector, satisfactory performance report issued by authorized representative of the Company, duly signed and stamped, confirming that the quoted item or similar item of higher specification have performed satisfactorily for a minimum period of 1 year from the date of commissioning of the item shall be considered valid.

If the bidder submits two consecutive orders from the same Govt. firm/Public Sector firm/same subsidiary with a gap of 12 months, performance reports will not be insisted.

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.

In case the bidder is unable to submit performance reports, a self certification duly signed and stamped by the bidder, confirming that the equipment / item offered or similar equipment / item of higher specification, supplied to any Govt sector / public sector, have performed satisfactorily for a minimum period of 1 year from the date of commissioning of the equipment / item and there are no warranty / guarantee claims pending, shall be considered. Self certification is not acceptable for the supplies made to private firms.

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

In case, if at any point of time during procurement process or subsequently, it is detected that the above information given by the bidder regarding performance of the item supplied by them is false, SCCL reserves the full right to take action as deemed fit including rejection of the offer and / or debarring the bidder in SCCL for all future tenders.

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 be preferred. However, other performance reports submitted by the tenderer will be considered and the **decision of SCCL will be final.**

63. Evaluation criteria: [Bids will be evaluated on Landed Cost Basis duly considering Tax Credits, if any.](#)

64. ~~Payment Terms~~

65. ~~PBG terms~~

66. ~~Price Conditions~~

67. ~~Any other specific terms required.~~

**THE SINGARENI COLLIERIES COMPANY LIMITED
(A GOVERNMENT COMPANY)**

List of Items:

SNo	Item Code	Item Description	Quantity required for Central Stores Kothagudem
1	1472552441	20W LED Street light fitting 230V AC	15,000Nos
2	1472552337	30W LED Street light fitting 230V AC	2,000Nos
3	1472552350	60/65W LED Street light fitting 60/65W 220V-240V	1,500Nos
4	1472552453	100W LED Street light fitting 230V AC	1,000Nos
5	1472552416	150W LED Flood light fitting 230V AC	500Nos

ITEM DESCRIPTION

230 V LED flood light fittings incorporating LED light sources, optical system, heat sink and drivers into one compact housing of high grade die-cast aluminum housing and sink.

Make: PHILIPS/ OSRAM/ G.E./ CROMPTON/ BAJAJ/ HAVELLS/ SYSKA/ LUKER/ NTL/ STANJO/ WIPRO/ GOLDWYN/ SURYA/ PANASONIC

SI No	TECHNICAL SPECIFICATIONS FOR LED LIGHT LUMINARIES	
1	GENERAL DESCRIPTION: LED Street light luminaries of 230V,20W,30W,60W/65W100W and LED Flood lights 150W are to be made up of Single piece High Pressure Die Cast Aluminum alloy Housing having high conductivity acting as heat sink, with Powder coating in attractive silver color (or any) with distortion free, clear, Heat Resistant toughened UV stabilized Glass in the front fixed to the die cast Aluminum frame which shall be fixed to the housing with high quality gasket on the periphery of lamp compartment by means of stainless steel screws to render it dust proof, water proof and vermin proof and having IP-66 Protection rating confirming to IS:10322 /13383. Complete assembly with LED module, driver and extended 3 core Aluminum cable. The LED module and driver are separate from each other for easy replacement in case of failure and to be housed in water proof enclosure.	
2	SCOPE:	
A	Supply of Luminaries	
	These specifications cover design, development, manufacture, assembly, stage testing, inspection, delivery on FOR destination stores and performance evaluation as per NIT of LED Luminaries.	
	Description	Material Code
i	20W LED Street light fitting 230V AC	1472552441
ii	30W LED Street light fitting 230V AC	1472552337
iii	60/65W LED Street light fitting 60/65W 220V-240V	1472552350
iv	100W LED Street light fitting 230V AC	1472552453
v	150W LED Flood light fitting 230V AC	1472552416
B	Training	
	Train the staff on installation, commissioning and maintenance of the Luminaries at SCCL	

3	Technical Specifications (Common to all Luminaries)	
	The LED Luminaries shall be as per the following parameters and no deviations are acceptable.	
A	GENERAL	
a	The LED street light modules shall confirm to IS 10322, and powered by latest bright LEDs (Lumileds/Cree/Osram/Nichia/Philips/Samsung) with high efficiency and meeting LM-80 and L-79 standards.	
b	Wattage of High Power White LED's offered	As above
c	LED luminary efficacy	> 100 Lumens/Watt
d	Life Span @ 70% light output	>50000 Hrs.
e	Control of Distribution	Fully Cutoff
f	Constant lux (The voltage variations / fluctuations in the specified voltage range shall not impinge upon the LUX levels it produces)	At 140V to 270V
g	Driver current (With Constant Current Driver)	< 1000ma/LED
h	Driver efficiency	> 90%
i	Beam angle of the luminary	>120°
j	Color Temperature	5500K to 6500K
k	P/N Junction temperature (High thermal conduction must be achieved by use of silicon heat conductive greases as adhesive)	<85 °C
l	Luminary Body Temperature	The Body Temperature shall be < (Ambient+30° C) even after continuous burning of Luminary for 24 Hrs
m	Colour Rendering Index (CRI)	> 70
B	ELECTRICAL	
a	AC Input Voltage Range	140V to 270V AC.
b	AC Input frequency .(The LED circuitry shall function at an operating frequency that must be greater than 120 Hz to prevent perceptible flicker to the unaided eye over the entire voltage range specified above.)	50 Hz.
c	Power Factor (Source Power Factor varies from 0.5 Lag to 0.5 Lead)	>0.95
d	Luminary Wattage variance at 140 V to 270 V	± 10%.
e	Luminary Lux Levels Variance at 140 V to 270 V	± 5%.
f	Total Harmonic Distortion(THD)	< 10% as per IEC 61000-3-2
g	Electrical Connection System	3 wire system
h	System of earthing (The luminaries offered shall conform to Level-1 classification)	Solidly grounded
i	There shall be electrical isolation between input and output circuits of the driver	
j	surge protection as per IEC 61000-4-5	On board ≥ 4KV with potted driver and external ≥ 10KV (Inside Housing)
k	Impact resistance	IK 07
C	MECHANICAL	
a	Construction of Casing	High Pressure Die Cast Aluminum with integrated heat sink
b	Finish	PDC Powder Coating and colour.
c	Heat Sink type (It shall be designed in such a way that the heat generated within the LED source is efficiently dissipated to the surrounding atmosphere without abnormal rise in temperature. Any debris build up shall not degrade heat dissipation performance of the	High pressure Die cast Aluminum with integrated heat sink.

	luminaries.)		
d	Lamp Cover	Toughened Glass.	
e	Secondary Optics / Lense for street lights & Flood lights	Polycarbonate lens / Silicon	
	Firm's Offer / Confirmation		
f	Gross Weight and Dimensions (L x W x T) of 20W,30W, 60/65W ,100W &150W Luminaries (Efforts shall be made to keep the overall outer dimensions as minimum as possible without compromising on the performance, mainly thermal management of the luminary)		
	Firm's Offer / Confirmation		
g	Heat Dissipating Area (Luminary Rating wise)		
	Firm's Offer / Confirmation		
h	IP Level --IP 66		
4	Technical Specifications of Luminaries (Rating Wise)		
a	LED Luminaries Wattage Rating	20W	30W 60/65W 100W 150W
	Firm's Offer/confirmation		
b	Light Source	High power white LEDs	
	Firm's Offer/confirmation		
c	Minimum Light Output (Lumens from luminary)		
5	CONSTRUCTION		
a	<p>Materials used: The LED Luminaries shall be made out of high quality materials and complying with international industrial standard practices to ensure high reliability and long life. The entire design and construction shall be capable of withstanding all severe stresses and vibrations and dust environments likely to be encountered in actual field. All parts that are likely to develop corrosion shall be effectively protected against corrosion by providing suitable protective coating. The latest state of art technology of outdoor mounting of components is preferred for this purpose. Soldering shall be perfect without any dry solders. High quality long lasting Neoprene Rubber gasket duly impregnated with insecticide and water repellent chemical on the periphery of lamp compartment confirming to IP-66 protection for outdoor fitting.</p> <p>The Luminaries shall have distortion free, clear, Heat resistant toughened, UV stabilized Glass cover in the form fixed to the die cast Aluminum frame which shall be fixed to the housing by means of stainless steel screws. The luminaries shall be pre-treated and painted with a attractive colour hammer tone finish non-corrosive Epoxy polyester based powder coated paint outside and inside. The LED module is of Type3, as per IS 10322 (Part-2), the complete control gear is separate from the module for operation under constant voltage, constant current.</p>		
b	To enhance the secondary optics of the luminaries and to provide proper road lighting distribution, suitable glass diffusers / aluminized reflectors / acrylic optical lenses shall be provided for outdoor fittings.		
c	The luminaries shall have separate compartment in housing for providing in-built power supply unit & electronic driver which in turn fixed on a detachable tray for easy maintenance.		
d	The luminary assembly and manufacturing process for the LED source assembly in modules/ arrays shall be designed to assure all internal components are adequately supported to withstand sudden impacts and mechanical shock and vibration from high winds and other sources.		
6	CONNECTING CABLE FOR OUTDOOR FITTINGS		
a	Connecting cable, from electronic circuit (PCB) to Driver circuit which will be fixed in side of housing, is of copper, 3core with color indication, multi strand, PVC insulated, 1.1 KV grade and the current carrying capacity shall be 200% of its rated current.		
b	Cable Outlet: Suitable circular hole shall be provided at the bottom of the fitting with fire resistance high grade engineering plastic glands securely fixed to the body on both sides by check nuts. The outgoing cable from fitting to power line shall be clamped to the inside base of the body to ensure fixing of the cable and suitable 'O' ring shall be provided at the cable entry to prevent dust / moisture entry and shall confirm to IP-66 protection. The Cable shall be 3core, aluminum cable with colour indication, multi		

	strand, PVC insulated, 1.1 KV grade of 1 metre length and the current carrying capacity shall be 200% of its rated current.	
c	The earth core, having distinguished colour, shall be connected inside properly in view of solid earthing system.	
7	SAFETY PROTECTIONS	
	Luminaries shall be designed and constructed in such a way as to avoid incursion of any danger while using them and shall ensure the following:	
a	Personnel safety against electrical shock, effects of excessive temperature & spread of fire.	
b	The material used in the construction of driver printed boards, driver enclosure etc. shall be non-flammable and heat resistant.	
8	STANDARDS	
	The materials shall conform in all respects to the following relevant Standard Specifications with latest amendments thereto.	
a	The fittings shall have IP 66 protection against dust and water conforming to (Luminary's manufacturer should submit IP test report from Govt. Accredited Test Lab / R&D Labs).	IS: 10322
b	Transient voltages, Voltage dips and fluctuations shall conform to	IEC:61000-4-5
c	Emission test	IS:16106
d	Electromagnetic Interference/Electromagnetic Compliance Test	As per CISPR 15A
9	TEST REPORTS / TEST CERTIFICATES:	
A	Type Tests :	
	The luminaries shall be fully type tested at an accredited national test laboratory by the bidder as per IS: 10322 (part 2). Copy of latest type test reports shall be furnished along with the Bid. The Bids received without type test reports issued by any NABL will not be considered.	
a	Visual examination	
b	Mechanical Strength test	
c	Endurance tests and thermal tests	
d	Resistance to dust and moisture	
e	Insulation resistance and electric strength	
f	Resistance to heat, fire and tracking	
g	Photometry test	
h	Wind test for outdoor fittings	
i	Emission test	
B	Acceptance Tests	
	Acceptance Tests: These tests shall be carried out, as stipulated in BIS standards, at any NABL accredited lab.	
a	Visual examination	
b	Resistance to dust and moisture	
c	Insulation resistance and electric strength	
d	Photometry test	
10	Documents to be submitted along with the offer (for at least one type of luminary):	
a	The bidder shall furnish G A dimensional drawings with all views of Luminary pertaining to all the models offered along with the technical bid .	
b	Type test certificates as mentioned under SI.No.9 A of technical specifications	
c	Technical Catalogue of product	
d	Lumen Depreciation Curve of LEDs used (supplied by LED manufacturer)	
e	Polar Diagram of Luminary tested in certified laboratory	
f	LM79 Measurement Report for the luminary from NABL accredited laboratory.	
g	LM 80 report for the LEDs used (Supplied by the LED manufacturer)	
h	L70 report for claimed life of LEDs in hours (Supplied by the LED manufacturer)	
i	Performance reports along with order copies of LED luminary supplies made to public sector companies and Government organizations shall be enclosed.	
j	Only manufacturers shall submit the tenders either directly or through their authorized Distributors/Authorized Dealers. Original letters of authorization and Valid Certificates of Authorized Distributorship/Dealership must be enclosed along with the technical bid of	

	the offers in case tenders are submitted through Authorized Distributors/Dealers. Otherwise the tenders will be summarily rejected.
11	DOCUMENTS TO BE SUBMITTED ALONG WITH EACH CONSIGNMENT.
a	The Firm shall submit rating wise 3 sets of approved G A dimensional drawings with name plate and all views of Luminary along with each consignment.
b	3 sets of operating manuals / technical leaflets rating wise giving all the details of Installation, operation and maintenance shall be supplied along with each consignment.
12	MARKING
	The following information shall be distinctly and indelibly marked / embossed / engraved on each luminary housing for using reference during performance study and warranty replacements.
a	Year of manufacture, batch Number and Serial number
b	Name of manufacture
c	Rated Wattage and Voltage
13	GUARANTEE TERMS AND CONDITIONS
a	The Luminaries should be guaranteed for satisfactory operation for a period of 5 years from the date of installation of Luminaries. Failures shall include failure / deterioration of LEDs in terms of performance like guaranteed luminous efficiency, high junction temperature, and abnormal lamp lumen depreciation, deterioration of lens, driver unit and quality of light. In the event of single LED source getting defective, the entire array / module shall be replaced by the supplier at free of cost .
b	During the guarantee period if the Luminary while in its normal operation is found defective, the complaint shall be attended within a week and it shall be replaced by the supplier if required with a new Luminary at free of cost within 30 days of intimation. If the Luminary is not replaced within 30 days of intimation the supplier should note that the guarantee period will be extended to that extent by the number of days delayed beyond 30 days. If the Tenderer does not replace within 90 days the cost of the Luminary will be recovered from the existing bills / future bills / Bank Guarantees available.
14	DELIVERY SCHEDULE
	The successful bidder shall supply 10% of each LED luminaries to different areas as per the delivery schedule given by GM(E&M) WSs& EM. After observing performance of the above luminaries for one month, the delivery schedule shall be given by GM(E&M) WSs & EM to supply balance luminaries to respective area stores of SCCL (RG-II , Srirampur, Goleti , Bhupalpalli, Mandamari, Yellandu, Manuguru, Kothagudem, Corporate) by area wise. If 5% of the initial supply fail with in one month, then the remaining 90% quantity may be distributed to other firms by SCCL. The total order quantity is to be completed within 6 months from the date of receipt of delivery schedule from SCCL.

For General Manager (MP)
The Singareni Collieries Company Ltd.
(A Government Company)
Kothagudem Collieries - 507 101.

Format of Letter of Bid (LOB)

LETTER HEAD OF BIDDER

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

Sub: Letter of Bid for supply of LED Light Fittings - Reg.
 Enquiry No:E0918O0463, dated 04.02.2019.

Dear Sirs,

I/We offer to Supply the LED Light Fittings as per our offered rate/price in accordance with the conditions of the NIT document as available in the website.

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

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

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

DSC Holder

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

Yours faithfully,

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

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

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

NON JUDICIAL STAMP PAPER OF Rs 10/-

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

Signature/Seal of the DSC Holder

Authorised for online bidding on
behalf of the bidder.

Signature & Seal of the bidder

Authorising the DSC Holder for
online bidding.

Signature & Seal of the NOTARY

Sub : Supply of LED Light Fittings - Reg.
Enquiry No : E0918O0463, dated 04.02.2019

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	Accepted
4	Submission of Import Document in case of Import & Supply by Agent	Accepted
5	Applicable Taxes & Duties	Accepted
6	Consignee/Destination Point	Accepted
7	Delivery	Accepted
8	Payment Terms	Accepted
9	Packing	Accepted
10	Liquidated Damages	Accepted
11	Risk Purchase	Accepted
12	Force Majeure	Accepted
13	Guarantee / Warranty as per Technical specifications of NIT	Accepted
14	Performance Bank Guarantee as per NIT	Accepted
15	Currency of Bid	Accepted
16	Price Fall clause	Accepted
17	General Terms and Conditions	Accepted
18	Arbitration clause	Accepted

Signature of the Bidder

Seal of the Firm

THE SINGARENI COLLIERIES COMPANY LIMITED

OTHER COMMERCIAL INFORMATION

Subject of the enquiry: LED light fittings			
Enquiry No. and date: E091800463, dated 04.02.2019			
Sl 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)		
14	Supply Capacity (per month)		

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

List of documents to be up loaded

Sl 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	(Other certificates as per NIT like BIS/IS Certification, Legal metrology approval, DGMS approval, Electric regulatory authority etc. etc)
10	Any other documents as per NIT

PERFORMANCE BANK GUARANTEE

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

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

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

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

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

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 www.eprocurement.telangana.gov.in by following the procedure given below. The bidder would be required to register on the e-procurement market place <https://tender.telangana.gov.in> 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 eProcurement 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 eProcurement 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. Digital Certificate authentication: The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on eProcurement 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, Hyderabad – 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. Hard copies:

1. Vide ref. G.O.Ms.No.174, I&CAD dept dated:1-9-2008, submission of original hard copies of the uploaded scanned copies of Proof of online Payment (Remittance)/BG towards EMD by participating bidders to the tender inviting authority before the opening of the price bid is dispensed forthwith.
2. All the bidders shall invariably upload the scanned copies of Proof of online Payment (Remittance)/BG in eProcurement system and this will be the primary requirement to consider the bid as responsive.
3. The department shall carry out the technical evaluation solely based on the uploaded certificates/documents, Proof of online Payment (Remittance)/BG towards EMD in the eProcurement system and open the price bids of the responsive bidders.
4. The department will notify the successful bidder for submission of original hardcopies of all the uploaded documents Proof of online Payment (Remittance)/BG towards EMD prior to entering into agreement.
5. The successful bidder shall invariably furnish the original Proof of online Payment (Remittance)/BG towards EMD, Certificates/Documents of the uploaded scan copies to the Tender Inviting Authority before entering into agreement, either personally or through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the successful bidder. The department will not take any responsibility for any delay in receipt/non-receipt of original Proof of online Payment (Remittance)/BG towards EMD, Certificates/Documents from the successful bidder before the stipulated time. On receipt of documents, the department shall ensure the genuinity of the Proof of online Payment (Remittance)/BG towards EMD and all other certificates/documents uploaded by the bidder in eProcurement system. In support of the qualification criteria before concluding the agreement.

4. The GO. Ms. No. 174 -I&CAD dated: 1-9-2008

1. Deactivation of Bidders If any successful bidder fails to submit the original hard copies of uploaded certificates/documents, Proof of online Payment (Remittance)/BG towards EMD within stipulated time or if any variation is noticed between the uploaded documents and the hardcopies submitted by the bidder, as the successful bidder will be suspended from participating in the tenders on eProcurement platform for a period of 3 years. The eProcurement system would deactivate the user ID of such defaulting bidder based on the trigger/recommendation by the Tender Inviting Authority in the system. Besides this, the department shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender process for execution of the development schemes taken up by the government. Other conditions as per tender document are applicable.

5. 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-to-time basis in the E-Procurement platform. The Department calling for tenders shall not be responsible for any claims/problems arising out of this.

6. Bid Submission Acknowledgement:

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.

7. 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.

Note: If the DSC holder is bidding on-line on behalf of the bidder, the power of Attorney or authorization (self authenticated and attested by public Notary) is to be uploaded along with the LOB in a single .pdf as mentioned in the Annexure. If the bidder himself is the DSC holder bidding on-line then power of Attorney or authorization is not required.

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.

8. 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.

9. Evaluation of Bid:

1. The bidder will have to upload scanned copies of various documents as specified in NIT for the evaluation process

2. 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 scrutinized/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 i.e. within 10 days.

10. 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.

11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.

LIST OF ITEMS IDENTIFIED FOR ANCILLARISATION

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