



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

Purchase Cell – 2X600MW STPP
Village :PEGADAPALLI Mandal: JAIPUR
Dist: MANCHERIAL-TELANGANA
Pin: 504216
CIN:U10102TG1920SGC000571

E-mail: pd_stpp@scclmines.com
Company Web site: www.scclmines.com

SCCL GST No : 36AAACT8873F1Z1

NOTICE INVITING TENDERS (NIT)

Sub: Supply of LED street light fittings, LED Flood/Beam type fittings, LED tube lights and LED bulbs to STPP, Jaipur, Mancherial, Telangana.

Enquiry Number	EST19O0236 Dated:07.12.2019
Tender ID	156948
Number of Sources	Single
Mode of enquiry	Open
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 street light fittings, LED Flood/Beam type fittings, LED tube lights and LED bulbs to STPP, Jaipur, Mancherial, Telangana
2. The Approximate value of the enquiry is Rs.2.50 Crores . Bidder shall submit an EMD of Rs._____/-(Rs._____) through online utilizing the "Payment Gateway Service on e-Procurement platform". (For other details Pl. refer EMD clause at para No-21).

SCCL Helpdesk Numbers for Bid submission :

EPBAX Numbers: 08744 - 235558/235559/235553

Formalities for participating in the Tender through E-Procurement.

- a) As per the directions of Government of Telangana, M/s The Singareni Collieries Company Limited is switched over from GepNIC e-procurement Portal <https://singareni-tenders.gov.in> to TS Portal i.e., <https://tender.telangana.gov.in> from 01.04.2018.
- b) To participate in the e Procurement tender(s), Bidders have to complete the two formalities independent of each other.
- Obtaining Digital Signature Certificate (DSC): To participate in SCCL Tenders DSC with Dual Pair (Signing and Encryption) is required.

Address for submission of Application for obtaining Digital Signature Certificate, please Contact:

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

- Those interested in participating in the tender shall register/create an account in the web site <https://tender.telangana.gov.in> on the home page click on the link Supplier Register for on line registration (Helpdesk Hyd: 040-33762222/23)
- c) Tenders are to be submitted on line after registering in <https://tender.telangana.gov.in>.

d) E-Procurement Transaction Fee

It is mandatory for all the participant bidders from 1st January 2006 to electronically pay a Non-refundable Transaction fee to M/s. TSTS , the service provider through "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 of ICICI Bank, Axis Bank to facilitate the transaction. This is in compliance as per G.O.Ms. 13 dated 07.05.2006.

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

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

There is no exemption towards the payment of E-procurement Transaction fee.

- e) **Corpus Fund:** As per GO MS No.4 User departments shall collect 0.04% of ECV/EOV (estimated contract/order value) with a cap of Rs. 10,000 (Rupees ten thousand only) for all goods and services with ECV up to Rs.50 Crores, and Rs. 25,000/- (Rupees twenty-five thousand only) for goods and services with ECV above Rs.50 Crores, from successful bidders on e-Procurement platform before entering into agreement / issue of purchase orders, towards e-procurement fund in favour of Managing Director, TSTS. There shall not be any charge towards e-Procurement fund in case of goods and services with ECV/EOV less than and up to Rs. 10 lakhs

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

NIT DOCUMENT

A. GENERAL INSTRUCTIONS:

1. Bidders are advised to carefully read this NIT Document
2. SCCL may solicit the bidders consent for extension of the period of validity of the bid ~~and EMD~~. The request and the responses there to shall be made by letter, 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: single

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

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

~~In case lead time and delivery schedule indicated in the offer or confirmed by the firm during techno commercial negotiations before opening the price bid is not meeting the SCCL's desired lead time and delivery schedule as notified in the NIT, SCCL will have right to increase the number of sources till the notified lead and delivery schedule are met, subject to matching with L1 firm's firm'd up price (on landed cost basis) by qualified L2, L3, L4 firms and so on. 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. Proven 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 based in India and foreign-based manufacturers or their authorized dealers / agents are eligible to submit their bids. Where bids are submitted by authorized dealers, it is essential that specific authorization from the manufacturer against each tender indicating Tender Reference Number has to be enclosed, failing which the offer is liable for summary rejection.~~

PROVENNESS CRITERIA:

- ~~i. The equipment / item to be offered by the bidders' shall be considered proven provided the equipment / item offered or similar equipment / item of higher specification must have been **supplied not prior to 7 years from the date of opening of tender to the Mining Industry and / or to the other industries (Private or Government/ Public Sector Undertaking)** and performed satisfactorily for a period of not less than one year from the date of commissioning.~~
- ~~ii. 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.~~
- ~~iii. 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.~~
- ~~iv. Bidders are required to submit Satisfactory Performance reports for the supplies made against the order copies submitted.~~
- ~~v. 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.~~

- vi. ~~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.~~
- vii. ~~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.~~

- viii. ~~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.~~
- ix. ~~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 incase of unregistered bidder
 - iv) Certificate of provisional registration (Regulation 25) in case of composite bidder.

24. DELIVERY TERMS

I. For Domestic Bidders:

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

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

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

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,	For USA, Canada		Other than USA,	For USA, Canad	
				-			-

		Canada, Japan	Japan		Canada, Japan	Japan	
4	FOB Price(Cost)-C	100.000 0	100.000 0		100.00 00	100.00 00	
**2	Marine Freight on FOB @ 10% other than USA/12% USA	10.0000	12.0000		10.000 0	12.000 0	
3	Cost + Freight (1+2)	110.000 0	112.000 0		110.00 00	112.00 00	
**4	Marine Insurance @ 0.035% of (3)	0.0385	0.0392		0.0385	0.0392	
5	CIF value (3+4)	110.038 5	112.039 2	100.00 00	110.03 85	112.03 92	100.00 00
6	Landing charges@1%on CIF	1.1004	1.1204	1.0000	1.1004	1.1204	1.0000
7	Assessable Value(5+6)	111.138 9	113.159 6	101.00 00	111.13 89	113.15 96	101.00 00
*7a	Basic Customs duty @7.5% on 7	8.3354	8.4870	7.5750	11.113 9	11.316 0	10.100 0
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	19.584 4	22.065 5	22.466 7	20.052 5
*7d	Compensation Cess, if any	-	-	-	-	-	-
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 a, Japan	For USA, Canada a, Japan	-
8	Taxes on Assessable value (7a+7b+7c+7d)	30.1359	30.6838	27.386 7	33.512 8	34.122 4	30.455 5
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)	141.781 7	144.450 4	128.38 67	145.15 86	147.88 88	131.45 55
**10 A	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)	147.681 7	150.350 4	134.28 67	151.05 86	153.78 88	137.35 55
12	Less Landing charges(6)	1.1004	1.1204	1.0000	1.1004	1.1204	1.0000
13	Total(11-12)	146.581 3	149.230 0	133.28 67	149.95 82	152.66 84	136.35 55
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	20.484 4	23.472 4	23.973 8	20.952 5
16	Total(13-15)	123.624	125.780	112.80	126.48	128.69	115.40

		0	8	23	58	46	30
47	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):

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

c. Royalty:

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

d. Any other Taxes / Duties applicable:

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

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: As given in Annexure I of NIT

~~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:-As given in Annexure I of NIT

~~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): As given in Annexure I of NIT

- 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 Guaranty / 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.**~~

In case the items being procured with staggered delivery , firms registered as MSME/NSIC/SSI units may submit consignment wise performance bank guarantee along with each supply to respective paying authorities instead of consolidated bank guarantee for total value of order

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 outrightly. However, if there is a suo-moto reduction from the lowest bidder adjudged on the basis of comparative statement as per price bids before such reduction, the benefit of suo-moto reduction shall be availed of at the time of placement of order on the lowest bidder.

SCCL reserves the right not to accept the lowest bid.

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

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

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

D. INSTRUCTION TO FILL PRICE BID & EVALUATION CRITERIA:

40. BIDDING CURRENCY:

Bidders shall submit price bid format as per E-procurement format only. Bidders quoting for domestic supplies 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: As given in Annexure I of NIT

~~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) GST 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.~~

~~e. 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, 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.

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 Chief Technical Consultant
2X600MW STPP
The Singareni Collieries Company Ltd.
(A Govt. Company)**

Annexure – I

SPECIAL TERMS & CONDITIONS

1.ELIGIBILITY CRITERIA(clause no.17):

Offers are invited from manufacturers of makes:PHILIPS/ OSRAM/ GE VENTURE/WIPRO/CROMPTON/BAJAJ/HAVELLS/JAQUAR/EVEREADY/SYSKA/ SURYA/KESELEC/POLYCAB/HALONIX ONLY

Or

From authorized dealers of manufacturers of makes: PHILIPS/ OSRAM/ GE VENTURE/WIPRO/CROMPTON/BAJAJ/HAVELLS/JAQUAR/EVEREADY/SYSKA/ SURYA/KESELEC/POLYCAB/HALONIX ONLY. The authorized dealers should submit enquiry specific authorization from original manufacturers along with offer.

- 2. Inspection:** Pre-despatch inspection shall be carried out at the place of manufacturer's premises before despatch. The supplier should give two week advance intimation to enable the SCCL to depute their representative for pre-despatch inspection.

3.Guarantee terms and Conditions: (Clause.19):

- a. The LED Luminaries & bulbs should be guaranteed for satisfactory operation for a period of 5 years from the date of supply of Luminaries.
- b. 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 repaired / replaced by the supplier at free of cost. The transportation of defective Luminaries shall be under firm scope.

4. Payment Terms (Clause. 29):

Payment will be made by way of RTGS for 80 % 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 STPP Area stores, SCCL and balance 20% value of the items supplied will be paid within 30 days of providing services & supervision for the first 2% ordered quantity installation of each type of fitting & lamp . RTGS charges if any will be to firm's account .For RTGS payment, bidders are advised to indicate their Bank details in their offer. a) Name of the Bank. b) Branch Name. c) Branch Code. d) Account No. e) MICR Code. f) IFSC/RTGS Code.

If the firms opt for payment through cheque / DD, payment will be made accordingly. DD charges if any will be to firm's account.

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.

5. DELIVERY SCHEDULE (Clause.30): To be supplied within 10 weeks from the date of receipt of purchase order.

6. Performance Bank Guarantee (Clause.33):

- 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.
- 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.**

In case the items being procured with staggered delivery , firms registered as MSME/NSIC/SSI units may submit consignment wise performance bank guarantee along with each supply to respective paying authorities instead of consolidated bank guarantee for total value of order

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).

7. PRICE BID EVALUATION CRITERIA:

Bids will be evaluated on Landed Cost Basis for each NIT item separately.

Technical Specifications

I. List of Items:

S. No. of the Item	Item Code	Item Description	Unit	Qty required.	Material required for
1	1472552441	LED STREET LIGHT FITTING 20W 230V	NOS	200	STPP Area Stores
2	1472551448	LED STREET LIGHT 80W	NOS	2,000.00	STPP Area Stores
3	1472552362	LED STREET LIGHT FITTING 120W 230V	NOS	250	STPP Area Stores
4	1472552490	LED FLOOD/BEAM LIGHT FITTING 200W 230V	NOS	750	STPP Area Stores
5	1472552430	LED TUBE LIGHT FITTING 20W 230V	NOS	2,500.00	STPP Area Stores
6	1472004309	230V AC 30W LED BULB	NOS	2,500.00	STPP Area Stores
7	1472004310	230V AC 46W LED BULB	NOS	900	STPP Area Stores

II. SPECIFICATIONS OF LED FITTINGS & LAMPS & OTHER GENERAL CONDITIONS

1. GENERAL DESCRIPTION & STANDARDS:

The LED luminaries should conform to IS: 10322/13383 standards and to be housed in dust proof & water proof enclosure. Also, the LED module & driver should separate from each other for easy replacement in case of failure.

The LED Luminaries should be made out of high quality materials and complying with international industrial standard practices to ensure high reliability and long life with higher performance. The entire design and construction shall be capable of withstanding all severe stresses and vibrations and dust environments and fitted with long lasting Neoprene Rubber gasket.

2. TECHNICAL SPECIFICATIONS OF LED FITTINGS & LAMPS:

The firms supplying LED luminaries shall use LEDs of Makes - PHILIPS LUMILEDS /CREE/ OSRAM / NICHIA / LG / SAMSUNG only.

a. LED Street Light Fitting :

DESCRIPTION	20 Watts	80 Watts	120 Watts
Voltage Range	140 – 270V AC	140 - 270V AC	140 - 270V AC
Power Factor	> 0.95	> 0.95	> 0.95
THD %	< 10 %	< 10 %	<10%
Driver Efficiency	> 90 %	> 90 %	> 90 %
Frequency	50 Hz	50 Hz	50 Hz
Surge Protection	5 kV inbuilt + 10 kV	5 kV inbuilt + 10 kV	5 kV inbuilt + 10 kV
Humidity %	90-95 % RH	90-95 % RH	90-95 % RH
Protection Class	Class 1 (over voltage Protection 310-10 % cut- off)	Class 1 (over voltage Protection 310-10 % cut-off)	Class 1 (Over voltage Protection 310 -10 % cut-off)
CCT (K)	5700K to 6500K	5700K to 6500K	5700K to 6500K
CRI	>70	>70	>70
LED efficacy	> 100 lumen/watt	> 100 lumen/watt	> 100 lumen/watt
Lumen Output	> 2400	> 9600	> 14400
LED	High Power SMD with	High Power SMD with	High Power SMD with

	lens & each LED rating should not be less than 3W	Lens & each LED rating should not be less than 3W	lens & each LED rating should not be less than 3W
Operating Life	> 50000hours	> 50000hours	> 50000hours
Operating Temp.	-10 deg.C to +50 deg.C	-10 deg.C to +50 deg.C	-10 deg.C to +50 deg.C
Beam Angle of luminaire	not less than 120 degrees	not less than 120 degrees	not less than 120 degrees
Housing Material	Die Cast Aluminium	Die Cast Aluminium	Die Cast Aluminium
Diffuser	Toughened Glass 4 mm	Toughened Glass 4 mm	Toughened Glass 4 mm
Ingress Protection	IP66	IP66	IP66
Mechanical Strength	IK07	IK07	IK07
Mounting Type	Pole	Pole	Pole
Initial Color Consistency	<7 SDCM (Std. Deviation Color Matching)	<7 SDCM (Std. Deviation Color Matching)	<7 SDCM (Std. Deviation Color Matching)
Luminaire & LED Standard	As per LM79 & LM80	As per LM79 & LM80	As per LM79 & LM80
Electrical connection & System of earthing	3-wire system & solidly grounded	3-wire system & solidly grounded	3-wire system & solidly grounded
Other requirements	N/A	Firms should supply 80W LED street light such that they retrofit to existing street light pole installed at STPP-SCCL.	Firms should supply 120W LED street light such that they retrofit to existing street light pole installed at STPP-SCCL .

b. LED Beam/Flood Light Fitting :

DESCRIPTION	200 Watts
Voltage Range	140 – 270V AC
Power Factor	> 0.90
THD %	< 10 %
Efficiency	> 85 %
Line Frequency	50 Hz
Surge Protection	not less than 1.5 kV
Protection Class	Class 1 (over voltage Protection 310-10 % cutoff)
CCT (K)	5700K to 6500K
CRI	>80
LED efficacy	not less than 135 lumen per Watt
Lumen Output	not less than 27000
LED	- High Power SMD with Lens & each LED rating should not be less than 3W

	- Lenses should be integrated in single sheet for facilitating replacement of faulty LEDs.
Life	not less than 50000hours
Operating Temp.	-10 deg.C to +50 deg.C
Housing Material	Die Cast Aluminium
Diffuser	Toughened Glass 4 mm
Ingress Protection	IP65
Mechanical Strength	IK08
Mounting Type	- Pole (With Bracket) and Hanging. - Fitting should be round type for better light distribution and should serve both flood & high bay lighting purpose.
Initial Color Consistency	< 7 SDCM (Std. Deviation Color Matching)
Luminaire & LED Standard	As per LM79 & LM80
Electrical connection & System of earthing	3-wire system & solidly grounded

c. LED Tube light fittings :

DESCRIPTION	20 Watts
Voltage Range	140 – 270V AC
Power Factor	> 0.90
THD %	<15 %
Line Frequency	50 Hz
Protection Class	Class II
CCT (K)	5700K to 6500K
CRI	>80
LED efficacy	not be less than 110 Lumen per Watt
Lumen Output	not be less than 2200
LED	SMD with Lens
Life	not less than 25000 hours
Operating Temp.	-10deg.C to +40deg. C
Housing Material	Polycarbonate
Diffuser	Polycarbonate
Ingress Protection	IP20
Mounting Type	Wall

d. LED Lamps :

WATTAGE	30 Watts	46 Watts
Voltage Range	220-240V AC	220 -240V AC
Colour Output	Yellow	Yellow
Efficiency	>85 %	>85 %
Holder Cap	E-27	E-40
CCT (K)	3500K to 4500K	3500K to 4500K
CRI	>80	>80
Lumen Output	not less than 4000	not less than 6000
Life	not less than 50000hours	not less than 50000hours

Light Distribution Angle	360deg.	360deg.
No. of Switching Cycles	not less than 1,00,000	not less than 1,00,000
Warm up time	< 0.50s	< 0.50s
Overall Length	<175 mm	<210 mm
Diameter	<75 mm	<80 mm
Energy Efficiency Class	A++	A++
Other requirements	Firms should supply 30W LED bulbs such that they retrofit to existing standard make HPSV 70W well glass fitting	Firms should supply 46W LED bulbs such that they retrofit to existing standard make HPSV 150W well glass fitting

3. DOCUMENTS TO BE SUBMITTED ALONG WITH THE OFFER (for each type LED fitting & lamp):

- a. The bidder shall furnish GA dimensional drawings with all views of luminaries pertaining to all the models offered along with the technical bid.
- b. The following type test reports of LED luminaries which are fully type tested at NABL accredited laboratory as per IS: 10322.
 - i) Visual examination
 - ii) Resistance to dust & moisture
 - iii) Insulation resistance and di-electric strength
 - iv) Photometry test
- c. Technical Catalogue of product.
- d. Lumen depreciation Curve of LEDs used (supplied by LED manufacturer).
- e. Polar diagram of Luminaire tested in certified laboratory.
- f. LM79 Measurement Report for the luminaire from NABL Accredited Laboratory.
- g. LM80 report for the LEDs used (supplied by LED manufacturer). LED purchase invoice to be enclosed.
- h. L70 report for claimed life of LEDs in hours (supplied by LED manufacturer).
- i. IES files (documents)

4. DOCUMENTS TO BE SUBMITTED ALONG WITH THE EACH CONSIGNMENT :

- a. The firm shall submit 3 sets of approved GA dimensional drawings with name plate and all views of luminaire along with each consignment for each wattage rating.
- b. 3 sets of operating manuals / technical leaflets giving all the details of installation, operation and maintenance shall be supplied along with each consignment for each wattage rating.

5. TRAINING & SUPERVISION :

The successful firm shall train the STPP-SCCL staff on installation, commissioning and maintenance of the luminaries.

Also, the successful firm has to provide services & supervision for the installation of first 2% of ordered quantity of each type of fitting & lamp at free of cost. Accommodation (excluding food) shall be provided to the service engineer & his team at STPP Guest house at free of cost till the supervision for installation of first 2% of the ordered quantity of each type of fitting & lamp is completed.

6. MARKING :

The following information shall be distinctly and indelibly marked / embossed / engraved on each luminaire housing for using reference during performance study and warranty replacements:

- a. Name of manufacture, Year of manufacture and Serial number
- b. Rated Wattage and Voltage.

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

To,
 The Chief Technical Consultant
 2X600MW Singareni Thermal Power Project
 Pegadapalli, Jaipur (Mandal)
 P.O. Jaipur, Dist: Mancherla
 State: TELANGANA
 PIN: 504216
 Sub: Letter of Bid for Supply of LED street light fittings, LED Flood/Beam type fittings, LED tube lights and LED bulbs to STPP, Jaipur, Mancherla, Telangana
 Ref: Enquiry no. EST19O0236 Dated:07.12.2019

Dear Sirs,

I/We offer to Supply the Material 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, STPP,Mancherla 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

LETTER HEAD OF BIDDER

Sub: Supply of LED street light fittings, LED Flood/Beam type fittings, LED tube lights and LED bulbs to STPP, Jaipur, Mancherla, Telangana

Ref: Enquiry number: EST19O0236 Dated:07.12.2019

Acceptance of Commercial terms and conditions by the Bidder.

Sl No	Commercial Terms of NIT	Acceptance of Bidder
1	Instructions to Bidder (Submission/Evaluation of Bid, etc)	Accepted
2	Bid Validity(180 days from the date of opening of Bid)	Accepted
3	Prices clause including Firm price on FOR Destination	Accepted
4	Submission of tax invoice	Accepted
5	Applicable Taxes & Duties.	Accepted
6	Consignee/Destination Point	Accepted
7	Delivery(To be supplied within 10 weeks from date of receipt of purchase order as given in Annexure I of NIT)	Accepted
8	Payment Terms as given in Annexure I of NIT	Accepted
9	Packing	Accepted
10	Liquidated Damages as per NIT	Accepted
11	Risk Purchase	Accepted
12	Force Majeure	Accepted
13	Performance Bank Guarantee as given in Annexure I of NIT	Accepted
14	Currency of Bid	Accepted
15	Price Fall clause as per NIT	Accepted
16	General Terms and Conditions	Accepted
17	Arbitration clause	Accepted
18	Quantity variation clause as per NIT	Accepted
19	Inspection as per Annexure I of NIT	Accepted

Signature of the Bidder

Seal of the Firm

THE SINGARENI COLLIERIES COMPANY LIMITED

OTHER COMMERCIAL INFORMATION(OCI)

Subject of the enquiry : Supply of LED street light fittings, LED Flood/Beam type fittings, LED tube lights and LED bulbs to STPP, Jaipur, Mancheria, Telangana			
ENQUIRY NUMBER: EST19O0236 Dated:07.12.2019			
SI No	Particulars	Details	Remarks, if any
1	Details of EMD (if applicable)		
2	Proof of being Manufacturer (for tendered item)		
3	Type of Registration (SSI/NSIC/DGS&D etc.)		
(a)	Document reference no. & date		
(b)	Issued by		
(c)	Registration Number		
(d)	Name of the Registering Authority.		
4	GST Registration Details		
(a)	GST Registration Number		
(b)	Rate of GST quoted (If applicable)	As quoted in Price Bid/Commercial Bid	
5	Packing & Forwarding Charges	As quoted in Price Bid/Commercial Bid	
6	Freight & Insurance charges	As quoted in Price Bid/Commercial Bid	
7	PAN NO		
8	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		
9	MSME (Applicable/Not Applicable)		
(a)	If applicable, indicate Registration No. & Registering Authority		
10	Vendor Code of the bidder (if registered in SCCL)		
11	Firm prices: (The prices quoted are FIRM On FOR Destination basis)	The prices quoted are FIRM On FOR Destination basis	

Note: All Taxes and duties mentioned in Price 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 certificate
7	No banning Certificate
8	Documents as per eligibility criteria given in Annexure I of NIT
9	Any other documents as per NIT

PERFORMANCE BANK GUARANTEE

In consideration of the Singareni Collieries Company Limited, Village:Pegadapalli, Mandal: Jaipur, District:Mancherial PIN Code-504216 (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, Village:Pegadapalli, Mandal: Jaipur, District:Mancherial PIN Code-504216 (Telangana State) to the extent of Rs. _____ against satisfactory performance of the equipment to the Singareni Collieries Company Limited, Village:Pegadapalli, Mandal: Jaipur, District:Mancherial PIN Code-504216 (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, Village:Pegadapalli, Mandal: Jaipur, District:Mancherial PIN Code-504216 (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, Village:Pegadapalli, Mandal: Jaipur, District:Mancherial PIN Code-504216 (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, Village:Pegadapalli, Mandal: Jaipur, District:Mancherial PIN Code-504216 (Telangana State) or their assignee shall have no rights under this performance Bank guarantee after expiry of _____ months from the date of its execution i.e., up to _____.

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

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

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

We _____ (The Bank) further agree that a mere demand by the company is sufficient for us to pay the amount covered by the bank guarantee in the manner and within the time aforesaid without reference to the supplier and no protest by the said supplier can be a valid ground for us to decline or fail or neglect to make payment to the company in the manner within the time aforesaid.

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

The guarantee shall remain in force for a period of _____ months from the date of dispatch or _____ months from the date of commissioning whichever is earlier, in period of time subject to further that the company shall have no right under this bond after the expiry of the above period from the date of execution and we _____ (The Bank) shall be relieved and discharged from

all liabilities under this guarantee thereafter.

The above Bank Guarantee is operational for all purpose at our -----Branch,Hyderabad/Kothagudem and We are liable to pay the Guaranteed amount or any part thereof under this guarantee at our -----Branch,Hyderabad/Kothagudem.

*** * ***

Contact details of the Banker:

Postal Address:

Phone & Fax Number:

THE SINGARENI COLLIERIES COMPANY LIMITED
(A Govt. Company)

Purchase Department, 2X600MW STPP
Village: Pegadapalli, Mandal: Jaipur
Mancherial District, TELANGANA
PIN: 504216

Fax:
Telephone:
E-Mail: pd_stpp@scclmines.com

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 scrutinised/ verified by the concerned departments in light of documents uploaded by the bidders in respect of bidders qualified based upon template response only.
4. The system will generate a auto-response sheet based on the bidders' value. However, It will be scrutinized by Tender committee member of SCCL based on the uploaded documents. The summary of Tender committee recommendation of the Techno-Commercial Evaluation will be made available in the portal.
5. After evaluation of Techno-commercial bid, all the bidders will get the information regarding status of their eligibility along with the date of Price-bid opening on their personalized dash board and also by system generated e-mail. It will be the bidder's responsibility to check the status of their Bid online at least once daily, after the opening of Techno-commercial bid till opening of the Price-bid. No separate communication will be made to the bidder in this regard.
6. The Commercial Bid (Price-bid) of the successful bidders (qualified in PQ) will be decrypted and opened on-line, on the pre-scheduled date and time by the Bid Openers with their Digital Signature Certificate (DSC). The bidders will get the information regarding the status of their financial bid and ranking of bidders on website.
7. SCCL reserves the right to verify any of the documents uploaded by the

bidder at any stage. All communication will be on e-mail and SMS basis. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time 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.