



THE SINGARENI COLLIERIES COMPANY LIMITED
(A GOVERNMENT COMPANY)
CORPORATE MATERIAL PROCUREMENT DEPARTMENT
KOTHAGUDEM COLLIERIES P.O – 507101
DIST: BHADRADRI KOTHAGUDEM – TELANGANA (STATE)
CIN: U10102TG1920SGC000571
TELEPHONE: 91-08744-243665 - EPABX: 08744-235500
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Company Web site: www.scclmines.com
GST NO: 36AAACT8873F1Z1

NOTICE INVITING TENDERS (NIT)

Sub: Design, Engineering, Supply, Packing and Forwarding, Transportation, Unloading, Storage, Installation, Testing and Commissioning of “**Grid connected Battery Energy Storage System (BESS) of Capacity 1MW/ 2.50MWh**” at 28MW Solar Power Plant, Mandamarri, Mancherial Dist., Telangana State including 10 (Ten) years of comprehensive O&M– Reg.

Enquiry Number	E0124O0043 Dt: 18.05.2024
Tender ID	515112
Tender Category	Products / Services
Order Type	Rate Contract / Firm Order
Mode of Tendering	e-Tendering / Tender-Cum-Reverse Auction (Critical* / Non-Critical)
Number of Sources	Single source
Mode of enquiry	Open
Tender Stages	1) PQ Stage-(Technical Bid & Commercial Terms) 2) Commercial Stage-(Price Bid)
Input Tax Credit	Applicable / Not applicable
Evaluation Type	Item-wise /Item rate-(Schedule /Tender wise)
Currency Type	INR / Multi-currency
Applicability of EMD	Not applicable / Applicable (4% / fixed amount/ partial amount/schedule-wise amount)
Tender Due dates	As specified in the TS-Portal against above tender ID.

Note: Reverse auction platform will be created for the qualified bidders on the same day of opening of Price Bids.

***For Critical Tenders : Price bids will be opened after Technical evaluation.**

1. Tenders are invited for Establishing 1 MW / 2.5 MWh storage capacity BESS at 28 MW Solar power plant along with comprehensive O&M.
2. The Approximate value of the enquiry is 5.00 Crores. Bidder shall submit an EMD of Rs.5.00 Lakhs as shown by e-portal through online utilizing the “Payment Gateway Service on e-Procurement platform”. (For other details Pl. refer EMD clause at para No.

Note: Pre-bid meeting : Applicable.

However, Bidders may send their queries regarding to this enquiry on or before pre-bid meeting date. (Mail id : gm_pd@scclmines.com).

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

Formalities for participating in the Tender through E-Procurement.

- a) M/s The Singareni Collieries Company Limited is publishing tenders through TS eProcurement Portal i.e. <https://tender.telangana.gov.in>.
- b) To participate in the e Procurement tender(s), Bidders have to complete the two formalities independent of each other.
- Obtaining Digital Signature Certificate (DSC): To participate in SCCL Tenders DSC with Dual Pair (Signing and Encryption) is required.
 - 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:**

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

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

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.

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

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

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

**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 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 e-Procurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids and other certificate/documents in the e-Procurement web site.
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 e Procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-Procurement platform.
3. For obtaining Digital Signature Certificate, you may please Contact:

TSTS Office, 2nd floor, HACA Bhavan, Opp. Public Gardens, Saifabad, 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:

- i No hard copies shall be submitted to the tender inviting authority before the opening of the price bid.
- ii The department shall carry out the technical evaluation solely based on the uploaded certificates/documents in the e-Procurement system and open the price bids of the responsive bidders.
- iii The department will notify the successful bidder for submission of original hardcopies of all the uploaded documents prior to entering into agreement, if required.

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

Deactivation of Bidders If any successful bidder fails to submit the original hard copies of uploaded certificates/documents, if required or if any variation is noticed between the uploaded documents and the hardcopies submitted by the bidder, the successful bidder will be suspended from participating in the tenders on e-Procurement platform for a period of 3 years. The e-Procurement 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 complete 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 PQ Stage. This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information.
2. The physical signature in the Letter of Bid (LOB) will be accepted without questioning the identity of person signing the Letter of Bid as it contains digital signature of DSC holder.
3. If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid will be rejected.

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 released 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 Purchase department respectively for separately carrying out the technical and commercial scrutiny. Subsequently, technical and commercial scrutiny generated by the system shall be scrutinized/ verified by the concerned departments in light of documents uploaded by the bidders in respect of bidders qualified based upon template response only.
4. 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.
5. 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.
6. 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.

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/ SMS, but it shall be the bidders responsibility to check the updated status/ information on their personalized dashboard at least once in a day after opening of bid. No separate communication shall be provided in this regard. Non receipt of e-mail/ SMS shall not be accepted as a reason of non-submission of documents within prescribed time. Firstly, the firm may be given maximum of 7 days time to upload the required documents under

shortfall. The firm may be given 2nd chance by giving maximum of 3 days time for uploading the required documents under shortfall, if required. Due dates can't be altered. The bidders shall upload the requested documents within the specified period and no additional time shall be allowed for on-line submission of documents under shortfall.

4. Shortfall documents shall not be sought for submission of EMD.

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.

17. TENDER CUM REVERSE AUCTION :

E- REVERSE AUCTION :

1. Price evaluation:

I. Different price Schedule details are as follows:

Schedule No.1: Ex Works basis Supply & service part & GST.

Schedule No.2: O&M Price & GST for the total O&M period for the plant facilities.

II. The Evaluated Bid Value shall be calculated using the following method:

- i. Supply & service part on EXW basis (excluding GST) as per Schedule No 1,

Plus

- ii. O&M NPV value for the total O&M period in 10 years, as mentioned in the tender document i.e., Schedule No 2 excluding GST.

III. Evaluation of Price Bid:

- a) Evaluated Bid Value (EBV) for all the Bidders shall be compared to determine the lowest Evaluated Bid Value (EBV) as given by e-Portal and the lowest (L1) evaluated Bid will be

subjected to E-Ra and subsequently NOA will be awarded on successful bidder on price justification.

b) Bidder with the Total lowest EBV shall be L-1, Bidder with Second lowest EBV shall be L-2 & so on subject to the successful bidder selected after E-Ra.

c) The Total Evaluated Bid Value shall not be inclusive of Goods & Service Tax (GST). The award shall be placed with GST extra.

2. The L1 price determined by the system in INR will be the 'Start bid price' by considering the ITC applicability (In the present tender, ITC is applicable as such GST will not be included in the 'Start bid price') on which the auction will be initiated.

3. The reverse auction procedure is as follows:

i. All the Firms will receive, auto generated e-mails and SMS regarding their eligibility for opening of price bids and date of opening of price bids to their registered e-mail IDs and cell phone numbers.

ii. On the scheduled day, price bids will be opened and reverse auction will be initiated.

4. Selection of bidders for e-Reverse auction:

All the techno-commercially qualified bidders, excluding H1 bidder, subject to a minimum of 3 bidders are left after excluding H1 bidder.

5. Reverse auction shall be notified after opening of price bids with the following inputs:

i. **Reverse auction start price (base price):** Lowest landed cost of the price bids uploaded in e-Portal among the eligible bidders for reverse auction. These prices will automatically flows from bids opening window (Landed cost after ITC i.e. exclusive of GST).

ii. **Minimum decrement value:** 0.5% of reverse bid start price or as given by the Tender Inviting Authority.

iii. **Maximum decrement value:** 2% of reverse bid start price at a time.

6. The system will not disclose the name of the L-1 bidder, number of bids and names of the bidders on the portal to anybody prior to the completion of Reverse auction process.

7. Reverse Auction will be initiated on the same day after opening of price bids.

8. Efforts will be made to start the Reverse Auction (RA) as early as possible after opening of price bid and same will be intimated through SMS & e-mail by the e-Portal system. However, bidders are also advised to check the details in dash board daily.

9. Server time shall be the basis of Start time & Closing time for reverse bidding and shall be binding for all. This would be visible to all concerned bidders.

10. After notifying the e-reverse auction, shortlisted bidders for e-Auctioning will be able to view the auction details in the TS e-auctioning portal with registered login.

11. The initial auctioning period will be two (02) hours. Further there is a provision of auto extension by 10 minutes. That is, the auction closing time will be extended by another 10 minutes if any fresh bid is received in last 10 minutes. If no valid bid is received during last 10 minutes of initial auctioning period or extended auctioning period, then the e-auctioning process will get closed.

12. During reverse auction, system displays only the reverse bidding prices till completion of reverse bidding. Either purchaser or the participant will not know the names of participants and their price and status (L1,L2,L3...). Only lowest price will be visible to all bidders.

13. Bidders have to mandatorily apply their decrements suitably to beat the latest base price else, e-auction system will not accept their Bids. However, at no stage, increase in price is permissible.
14. If a bidder does not submit his bid in the Reverse Auction, the price quoted by him in the price bid shall be considered as the valid price of that bidder. The status of the bidder (L1, L2 etc.) shall be evaluated considering either the bid price submitted in Reverse auction or the Price quoted in the price bid, whichever is lower.
15. After completion of reverse auction, system generates bidder wise comparative statement with L-1, L-2, L-3... status for all the bidders invited for reverse auction.
16. In case of disruption of service at the service provider's end, while the Reverse Auction Process (RAP) is online, due to any technical snag or otherwise attributable to the system failure at the Server end; the Reverse Auction Process will start again. In such a situation, the last recorded lowest price of prematurely ended RAP, will be the "Start Bid Price" for the restarted RAP. The prices quoted in the prematurely ended RAP will be binding on all the bidders for consideration, if the restarted RAP does not trigger within the stipulated time. Disruption and restarting of RAP shall be intimated to all the bidders through system generated SMS/e-mail through e-auction portal. All the time stipulations of normal RAP will be applicable to the restarted RAP.

However, in case of any such disruption at bidders end during the bidding process, the same is to the account of bidder and SCCL is not responsible for the same. Further the bidding process shall continue as it is with the participation of remaining bidders.
17. In all cases, SCCL's decision regarding selection of bidder through e-Auctioning or otherwise based on first stage quotation submitted in e-Portal or to have negotiations or annulment of tender process shall be final and binding on all participating bidders.
18. Tender inviting authority reserves the right to re-conduct the e-reverse auction, if it is felt that there is abnormality in the e-reverse auction conducted.
19. Upon the finalization of L-1 value in reverse auction, the successful bidder will be allowed to give price break up of different schedules quoted by them limiting to final landed cost arrived in reverse auctioning after deducting offered discount. However, the rates given in such price break up should not be more than the prices quoted for individual items in their price bid. Otherwise, the division of L-1 value arrived in reverse auction among line items will be in the same proportion as quoted in price bid submitted by that bidder for awarding the contract.
20. **While applying the price reduction obtained after e-RA, the line items of the Schedule 1 (Price of Supply & Service) will be straight away reduced by applying the % reduction factor uniformly on all the line items of Schedules 1. Same way, the NPV value of each year line item of O&M under Schedule No 2, will also be straight away reduced by applying the % reduction factor uniformly.**

However, since the reduced line items so arrived would be the NPV values of each year O&M value, for the purpose of award, absolute values of each year O&M price line item wise will then be back-calculated on yearly basis.

The award on successful bidder will be placed on the absolute value of O&M price only and not on NPV of O&M price. NPV values are considered for the purpose of price bids evaluation only.
21. After e-reverse auction and arriving the lowest sum, the tender will be further processed and LOI/ Letter of Award (LOA) / Firm order/ Service order will be issued to the successful bidder off line on justification of offered price.
22. A Bidder will be treated as defaulter and liable for penal action, if the information / declaration / scanned documents furnished / uploaded by them, in support of qualification /

eligibility criteria / provenness / or any other criteria as per the NIT is found to be wrong / misleading / not furnished / could not be verified by documentary evidence at any stage they will be liable for punitive action.

23. The bidders will have to give undertaking online that, if the information / declaration / scanned documents furnished by them, in support of the same in respect of eligibility criteria is found to be wrong or misleading at any stage they will be liable for punitive action.
24. Reverse bidding currency: The reverse bidding shall be conducted in Indian Rupees (INR) only.
18. 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.
19. 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.

Billing Break-up (BBU):

For schedule 1, a BBU shall be prepared by the successful bidder in a format (Item name, UoM, Quantity, unit Ex Works price, GST, Total price etc) for the price accepted by SCCL.

The successful bidder would be required to provide detailed Bill of Quantity (BOQ) along with the break-up of Contract Price with GST and HSN code of the respective goods/services, which should match with the Price Quoted by the Contractor in its Price Bids and accepted by SCCL. This will be used at the time of payment to the Contractor.

Bidders should diligently quote the GST component in the bid. SCCL will reimburse the amount of GST as per the rates mentioned by Contractor in the detailed BOQ. In case of any statutory variation in GST during the currency of the Contract, same will be reimbursed to the Contractor subject to the treatment provided under GST Clause of the Bidding document, only in respect of the items/quantity which have been mentioned by the Contractor in the detailed BOQ.

In case of imported Equipment/items purchased from third party (Bought-Out Items) are supplied in execution of the Project, the price of such Goods shall be inclusive of all cost as well as any Duties paid/payable in relation to import/purchase of such goods (viz., customs duties, GST & levies etc.) considering and taking into account the ITC as may be available under the applicable laws including GST.

NIT DOCUMENT

A. GENERAL INSTRUCTIONS:

1. Bidders are advised to carefully read this NIT Document
2. SCCL may solicit the bidders consent for extension of the period of validity of the bid and EMD. The request and the responses there to shall be made by letter, fax or e-mail.
3. SCCL reserves the right to seek clarifications in respect of the bids from the bidders by letter / e-mail.

4. NUMBER OF SOURCES & PURCHASE PREFERENCES:

a. 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.

b. Purchase preferences:

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

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

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

6. CORRESPONDENCE / DISPUTES DURING ENQUIRY STAGE:

No correspondence / disputes will be entertained before placing order and the decision of the SCCL shall be final. In case of any dispute, after placement of order / contract, the matter will be dealt in accordance with the clause no 58.

7. COMMENCEMENT OF ORDER:

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

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

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

If the bidder is an authorized dealer, the bidder shall submit copy of valid dealership certificate issued by manufacturer with manufacturer's valid manufacturing license/ NSIC/SSI/MSME/Factory/Govt Doc/BIS. Otherwise, the offer is liable for rejection
13. In case, the enquired items are to conform to BIS/IS specification(s) as per NIT document, the bidder shall submit a copy of valid BIS / IS license along with its annexures if any.
14. Bidder shall accept the quantity tolerance limit, if any, as per NIT.
15. The approximate weight & Packing dimension of goods offered, wherever required should be mentioned.
16. In case, the Equipment/items enquired require approval of DGMS for use in coal mines / any other certification/ license requested in the NIT, Bidder must submit copy of valid DGMS approval/ any other certification/ license along with offer. Otherwise, the offer is liable for rejection. In case, the validity of DGMS approval / any certificate / license requested in the NIT is expired, the bidder shall submit documentary proof to the satisfaction of SCCL that the bidder has initiated action for renewal of approval and give an undertaking that copy of valid DGMS approval / any certificate / license

requested in the NIT would be submitted before dispatch of the Equipment / Items to consider the offer.

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

17. ELIGIBILITY FOR SUBMISSION OF BIDS:

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

18. INSPECTION CRITERIA:

SCCL at its option may carryout inspection of the items enquired at manufacturer's 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.

20. ELIGIBILITY CRITERIA FOR COMMERCIAL ORDER: (Please Refer Annexure-1)

ELIGIBILITY CRITERIA:

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

PROVENNESS CRITERIA:

- a) ~~The equipment / item to be offered by the bidders' shall be considered proven provided the equipment / item offered or similar equipment / item of higher specification must have been supplied not prior to 7 years from the date of opening of tender to the Mining Industry and / or to the other industries (Private or~~

Government/ Public Sector Undertaking) and performed satisfactorily for a period of not less than one year from the date of commissioning.

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

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

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

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

21. EARNEST MONEY DEPOSIT (EMD):

a. Submission of EMD:

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

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

b. Note Regarding EMD Payment:

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

c. EMD Refund process:

For Unsuccessful Bidder

The bid is declared unsuccessful, under the following circumstances.

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

For Successful Bidder:

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

d. Note Regarding EMD Refunds:

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

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

e. Exemption for submission of EMD:

The following are exempted from submission of EMD:

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

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

f. Forfeiture of EMD:

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

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

22. OFFER VALIDITY:

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

24. DELIVERY TERMS

I. For Domestic Bidders:

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

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

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

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

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

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

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

~~BHPL — transporters — Godowns at Bhoopalpalli;~~

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

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

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

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

II. Overseas Supplies

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

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

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

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

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

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

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

25. STATUTORY TAXES, DUTIES AND LEVIES ETC. :

a. Goods and Service Tax (GST):

- When the offered goods or services or both are subject to GST, the bidder shall clearly mention "GST" Extra, i.e., CGST+SGST+ Compensation Cess (if any) or CGST+UTGST+Compensation Cess (if any) or IGST+ Compensation Cess (if any) in their bid along with the rate applicable unless exempted. Bids quoted on taxes inclusive basis will be summarily rejected.
- In case of bidders registered under GST, the bidder shall submit a copy of the "Certificate of provisional Registration" i.e., FORM GST REG-25 under GST.

The bidder shall however submit a copy of the final "Certificate of Registration" i.e., FORM GST REG-06 after receipt of the same. The bidder shall invariably mention their GST Registration Number (GSTIN) and 6 Digit HSN Code along with description of goods or services or both as per the Goods and Service Tax Act for the enquired items in the Price Bid Format of their offer.

- iii) In case of unregistered bidders, the bidder shall submit their turnover certificate duly certified by Chartered Accountant for the immediate preceding financial year.
 - iv) In order to enable SCCL to avail Input Tax Credit (ITC), the bidder registered under GST should submit Tax Invoice as per the provisions of GST Act.
 - v) In case of bidders who opted for composition levy under GST, the bidder shall submit a copy of the "Certificate of provisional Registration" i.e., FORM GST REG-25 under GST and a copy of the intimation filed in FORM GST CMP-01. The bidder shall however submit a copy of the final "Certificate of Registration" i.e., FORM GST REG-06 after receipt of the same.
 - vi) The Composition bidder shall not quote any taxes under GST and his bid is invariably evaluated without taxes under GST.
 - vii) The Composition bidder shall submit "Bill of Supply" with the words "Composition taxable person, not eligible to collect tax on Supplies" for the supplies made by him
 - viii) In case, any credit, refund or other benefit is denied or delayed to SCCL due to any non-compliance by the Supplier (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Supplier, the Supplier would reimburse SCCL the loss to SCCL including, but not limited to, the tax loss, interest and penalty.
 - ix) It is the responsibility of the contractor/supplier to quote the correct applicable rate of GST at the time of bidding. Any deviation from the same shall not be reimbursed by SCCL unless it is due to statutory variations. However, in case of change in law or applicable GST rates, applicable tax amount shall be reimbursed by SCCL as per applicable provisions.
- b. Customs Duty (CD), Integrated Goods and Service Tax(IGST), Compensation Cess, if applicable:
CD, IGST, Compensation Cess, if leviable, are applicable for overseas supplies. However, the bidder has to quote on FOB/CIF price basis only. For like to like comparison, loading will be done by SCCL as per the applicable rates.
- c. **Royalty:**
Bidders shall mention Royalty details and shall also enclose valid Mining Lease granted to them or to their principal suppliers, where ever required.
- d. **Any other Taxes / Duties applicable:**
- i) If any Taxes / Duties / Cess / Levies other than those mentioned above are applicable as per the law of the land prevailing as on the date of submission of bid, the bidder shall clearly mention them along with rates applicable rates. Otherwise the same will be to the bidder's account.
 - ii) In case new Taxes / Duties / Cess / Levies are introduced after submission of the bids, but before opening the price bids, the bidder shall bring to the notice of the SCCL in writing about such changes for loading and evaluating the status, otherwise, the same will be to the bidder's account.

- e. In case the bidder mentions that any / all, Taxes / Duties / Cess / Levies are not applicable and if applicable during the order validity period, the same shall be absorbed by the bidder.
- f. During the contractual delivery period / extended delivery period: Any upward / downward revision of applicable Taxes / Duties / Cess / Levies or imposition of new taxes / Duties / Cess / Levies as per order is to SCCL's account to the extent of revision. However, during the extended delivery period with penalty, any upward revision or imposition of new taxes / Duties / Cess / Levies etc. shall be absorbed by bidder.

26. INPUT TAX CREDIT (ITC):

- i) SCCL is having centralized registration under Goods and Services Act, in the state of Telangana and the details of the same are furnished hereunder:
GSTIN (Provisional): 36AAACT8873F1Z1
PAN (Under Income TAX ACT, 1961) : AAAC8873F
- ii) At the time of evaluation of offers of the GST registered bidders, SCCL will consider Input Tax Credit (ITC), if eligible, in respect of eligible goods or services or both indicated in the Commercial Bid Format and their commercial status will be arrived at accordingly.
- iii) Successful bidder shall quote the above GSTIN No. / PAN in all his invoices and documents against supplies, wherever required as per the provisions of the statutes, to enable SCCL to avail Input Tax credit.

27. ERECTION & COMMISSIONING / REPAIR / MAINTENANCE CHARGES:

- a. When the enquiry / offer require erection & commissioning of equipment at site, the bidder may quote charges for the same along with 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: Please refer Annexure-I

I. For Domestic Supplies:

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

a. For Capital Items :

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

b. ~~For Revenue items:~~

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

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

d. Tax retention clause:

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

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

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

II. ~~For Overseas Supplies:~~

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

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

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

30. DELIVERY SCHEDULE: Please refer Annexure-I

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

31. LIQUIDATED DAMAGES (LD):

~~In the event of supply not being effected within the contractual delivery schedule, liquidated damages @ 0.5% of basic price, not by way of penalty, of the value of the material per week of delay or part thereof subject to a maximum of 10% is recoverable from the supplier without prejudice to the rights of purchaser to procure the balance~~

~~material at the risk and cost of the supplier. The payment or deduction of such damages shall not relieve the supplier from the contractual obligation to complete the supply or balance portion thereof in time as stipulated in the contract.~~

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

32. FORCE MAJEURE CONDITIONS:

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

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

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

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

33. PERFORMANCE BANK GUARANTEE (PBG): Please refer Annexure-I

- a. ~~The successful bidder, within one month from the date of receipt of letter of intent / firm order should submit a Consolidated **Bank Guarantee issued by any Public Sector Bank/Private Bank incorporated in India having net worth of Rs.5,000.00 Crores and above for the previous Financial Year** as mentioned below as per Proforma enclosed (Annexure VIII): 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 / other revenue items.~~
 - iii. ~~2.5% of the order value per year for supply of sub-assemblies/ spares / other revenue items on rate contract basis~~
- b. ~~The above PBGs shall be kept valid up to the Guarantee / Warranty period.~~
- c. ~~The PBGs shall be further extended suitably in line with the warranty period of the last supplies and in line with any extension of the POs given subsequently, irrespective of intimation for extension from SCCL. Otherwise any loss to SCCL with regard to performance of the material / service (including short supplies), SCCL may recover the amount from any running bills of the relevant or any other POs of supplier / contractor.~~
- d. ~~The claim period of the Bank Guarantee shall be 12 months over and above the Validity of the PBG.~~

- e. ~~Further Bank Guarantee for 10 % of cost cap value of (spares and service supervision) which is high during the 08 years contract period is required to be submitted to GM (MP) at the end of first year. This bank guarantee shall be kept valid for a period of 3 months over and above the contract period.~~
- f. ~~In case the firm fails to fulfill Guarantee / Warranty terms of the order, the PBG submitted as mentioned at clause No. 33(a) will be invoked along with applicable GST.~~
- g. The following are the Bank details of SCCL:

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

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

34. PRICE FALL CLAUSE:

Bidder shall pass on the benefit to the SCCL on its own, in case the bidder sells same item 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/period up to 25% during the order/contract validity period at the same price, terms and conditions of original order/contract.~~

37. UNSOLICITED DISCOUNT:

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

SCCL reserves the right not to accept the lowest bid.

38. If goods are supplied in standard packing, tins, bundles, sets, kits, pairs, clear details as to the contents of each standard packing with particulars like Numbers / weight / capacity and the rate per standard packing should be quoted. In case of pairs, the rate per pair should be quoted. Weights quoted should be in Metric system only.
39. OEM or Manufacturers of sub-assemblies / spares or their authorized dealers while submitting offers shall submit current price list along with the offer.

D. INSTRUCTION TO FILL PRICE BID & EVALUATION CRITERIA:

40. BIDDING CURRENCY:

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

41. PRICE BID EVALUATION CRITERIA:

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

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

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

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

GENERAL TERMS & CONDITIONS:

42. 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.

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

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

Insurance to be of value of not less than that of amount as per employees compensation act.

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

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

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

44. PACKING:

Where contrary to the terms incorporated in the general terms and conditions of the Purchase Order regarding packing etc., if it is noticed that Suppliers 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.

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

46. DISPATCH DOCUMENTS:

a. Domestic Supplies:

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

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

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

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

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

- i) Original Commercial Invoice / Taxable Invoice in duplicate

b. ~~Overseas Supplies:~~

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

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

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

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

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

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

49. DISPATCH TO WRONG DESTINATION:

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

50. BANK CHARGES:

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

51. DEMURRAGE / WHARFAGE:

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

52. EXTENSION OF TIME:

Extension of delivery period will be granted in case of force majeure conditions. However, without prejudice to the foregoing rights, failure to deliver the goods / 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.

53. 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.

54. CONSEQUENCES OF BREACH:

a. Deliveries:

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

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

Or

- ii) Cancel the order and to purchase elsewhere without notice to the Suppliers on account and at the risk of the Supplier, the Stores not delivered or

otherwise of a similar description (Whether or not the Stores ordered on others or exactly Complying with order pending, the decision of The Chief of Purchase in this regard will be final) without cancelling the contract in respect of consignments not yet due for delivery.

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

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

55. LAWS APPLICABLE:

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

56. INDEMNITY:

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

57. DELISTING, SUSPENSION & BANNING OF BUSINESS DEALINGS

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

i) SUSPENSION OF BUSINESS:

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

ii) BANNING OF BUSINESS DEALINGS:

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

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

iii) APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

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

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

58. SETTLEMENT OF DISPUTES:

1. Dispute resolution

1.1 Any dispute, difference or controversy of whatever nature howsoever arising under, or out of, or in relation, to Purchase Order /Contract/Agreement (including its interpretation) as to breach or termination of this contract or as to any claim in toto, in equity or pursuant to any statute ("Dispute") between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause No.2.

1.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of Purchase Order /Contract/Agreement promptly, equitably and in good faith, pertaining to any Dispute.

2. Conciliation

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

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

3. Civil Court

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

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

59. WORK AND PAYMENT DURING THE CIVIL COURT PROCEEDINGS:

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

60. CORRESPONDENCE AFTER PLACING ORDER:

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

61. BRIBES & GIFTS:

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

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

62. LIMITATION OF LIABILITY:

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

63. IN CASE OF MANPOWER CONTRACTS :

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

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

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

SPECIAL TERMS & CONDITIONS

1. ELIGIBILITY CRITERIA:

A. GENERAL:

The Bidder shall be a registered in India under the Companies Act, 2013 including any amendment thereto. A copy of certificate of incorporation shall be furnished along with the bid in support of above. Government owned Enterprises who are registered and incorporated in India including Limited Liability Partnerships engaged in the business of Power/Infrastructure are also eligible for this order. Those companies, who have been debarred/ blacklisted by the Government of India or SCCL for conducting business, are not eligible to participate in this tender.

B. TECHNICAL:

The Bidder must have experience of having successfully completed Design, Engineering, Procurement, supply, Testing and Commissioning of Battery Energy Storage System (BESS) of any chemistry, cumulative installed capacity of minimum 200kW/500kWh in India or 2MW/10MWh in overseas, out of which, at least one Battery Energy Storage System (BESS) should be for Grid connected Solar Plant and at least one Battery Energy Storage System (BESS) should be of minimum 50kW/50kWh capacity in India or 500kW/1000kWh in overseas.

Same should be successfully under operation for at least 1 year prior to the date of bid opening. Bidder shall submit certificate of successful completion and operation from the owner. In case the bidder has executed the project for its own use, a certificate from DISCOM/power procurement agency for commissioning date shall be submitted. Documentary evidence has to submit along with the bid and submit the contact details of owner / firm i.e. cell No., e-mail id etc.

Projects executed by bidder's group company, holding company or subsidiary company shall also be considered as bidder's experience for meeting the qualifying requirement. Bidder shall also be considered qualified in case, the award for executing the reference works has been received by the bidder either directly from owner of plant or any other intermediary organization. However, a certificate from such owner of Plant or the intermediary organization shall be required to be furnished by the Bidder in support of its claim of meeting requirement stipulated above. Further, certificate from owner of the plant shall also be furnished by the bidder for the successful operation as stipulated above.

PREFERENCE TO MAKE IN INDIA:

SCCL shall allow 'Preference to Make in India', as indicated in the bidding documents. The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids. Detailed conditions regarding Preference to Make in India are enclosed as **Appendix –A to Annexure-I**

JV/ Consortium are not eligible.

NOTE:

- 1) **The main objective of BESS is to store the inadvertent units being transmitted to TSTRANSCO grid from solar plant generation and stored power is to be discharged at specified time period to SCCL grid.**

(Inadvertent energy units are defined as additional energy units generated over and above the actual SCCL load requirement from solar plant at any point of time and exported to TSTRANSCO grid unaccountably).

- 2) Before submission of bid, the bidder should deploy their Engineers having sound technical knowledge on BESS, substation operations and control systems to the site and discuss the technical feasibilities for storing the inadvertent power being transmitted to

TSTRANSCO grid with concerned authorities of SCCL (**Sri S. Srinivas, Dy.GM(E&M), STPP, Cell No:9491145370/8897125753**) and obtain site visit & capability certificate to participate in bid from SCCL. The site visit & capability certificate from SCCL has to be submitted along with the bid, otherwise the bid will be treated as disqualified during bid evaluation process.

- 3) All equipment, materials and services whether explicitly stated or otherwise and that are necessary for the satisfactory operation of the Battery Energy Storage System as described in the specification shall be deemed to be included in the scope of work of the Contractor and shall not be limited to the following:
- i. Basic Engineering of the plant and systems.
 - ii. Detailed design of all the equipment and equipment system(s) including civil works if any.
 - iii. Providing, Review and approval of engineering drawings, data, process calculations, test procedures, structural design calculations, Equipment layout, Drawings/Data sheets of bought out items, Civil structural/architectural Drawings, Performance & Guarantee Test procedure etc.
 - iv. Providing Operation & Maintenance/ instruction manuals, as built drawings and other information
 - v. Providing training of Employer's personnel
 - vi. Finalization of sub-vendors, manufacturing quality plans and Field quality plans.
 - vii. Complete manufacturing including conducting all type, routine and acceptance tests; Civil, Structural and Architectural works to the extent applicable, including construction facilities and construction power distribution.
 - viii. Packing and transportation from the manufacturer's works to the site including customs clearance & port clearance, port charges, (if any).
 - ix. Receipt, storage, preservation and conservation of equipment at the site; Fabrication, pre-assembly, (if any), erection, testing, pre-commissioning and commissioning and putting into satisfactory operation all the equipment including successful completion of initial operation
 - x. Reliability and Functional guarantee tests after successful completion of trial operation.
 - xi. Supply of spares and any special equipment and tools required for the operation and maintenance of the project.
 - xii. Satisfactory completion of the contract.
 - xiii. Operation and maintenance of the BESS plant.

2. Payment terms:

- A.** 80% of the value of supply & service part 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, will be paid within 30 days of installation & successful commissioning of the equipment/ BESS.
- B.** Payment for Operation & Maintenance Part will be released on quarterly basis at the end of every quarter for each year till 10 (Ten) years. In case of any default, Non-Performance or breach of contractual conditions of the O&M contract during the O&M period, the penalties/deductions, if applicable will be liable to be deducted from the Quarterly O&M payments first & then from the Contract Performance Security..

3. Price condition: Firm price till complete execution of contract.

4. Delivery : 6 (six) months from the date of site hand over by the O/o GM(E&M)Solar Energy

5. Performance Bank Guarantee: The successful bidder, within one month from the date of receipt of letter of intent / Firm order should submit a Consolidated **Bank Guarantee issued by any Public Sector Bank/Private Bank incorporated in India having net worth of Rs.5,000.00 Crores and above for the previous Financial Year** as mentioned below as per Proforma enclosed . 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.

➤ 10% of the order value for supply & service part of Contract.

a. This Performance security will be valid for a total period of 135 Months (12 Months Project commissioning period + Prescribed O & M Period 120 months + 03 Months additional) from the date of its issuance. The successful bidder can submit Contract Performance Security with initial validity of one year and the same may be extended every year till completion of the total 135 months period.

b. The PBGs shall be further extended suitably in line with the warranty period of the last supplies and in line with any extension of the POs given subsequently, irrespective of intimation for extension from SCCL. Otherwise any loss to SCCL with regard to performance of the material / service (including short supplies), SCCL may recover the amount from any running bills of the relevant or any other POs of supplier / contractor.

c. The claim period of the Bank Guarantee shall be 12 months over and above the Validity of the PBG.

d. In case the firm fails to fulfill contract terms of the order, the PBG submitted as mentioned at clause No. 33(a) will be invoked along with applicable GST.

e. The following are the Bank details of SCCL:

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

6. Guarantee/ Warranty:

As per Clause B.1 and F of DETAILED SCOPE OF WORK , which are reproduced here:

GUARANTEE/WARRANTEE:

DEFECT LIABILITY PERIOD (DLP) in relation to scope of work means 12 (Twelve) months from the date of Operation acceptance/commissioning during which the Contractor stands responsible for rectifying all defects/rejection that may appear in the works executed by the Contractor in pursuance of the Contract and includes warranties against Manufacturing/Fabrication/ Erection/Construction defects covering all materials plants, equipment, components and the like supplied by the Contractor, works executed against workmanship defects. The overall DLP should stand valid for a period of 12 (Twelve) Months from the date of Operational Acceptance. However, Contractor needs to ensure following

Guarantees/ Warranties to the best possible extent for the successful execution of the Contract. Subsequently, necessary Guarantee/Warranty Certificate shall be produced by the Contractor prior to Operational Acceptance of the Facility.

Contractor should guarantee the Plant facility for the workmanship for a period of 10 (Ten) years from the date of Operational Acceptance:

1. The Contractor must ensure that the goods supplied under the Contract are new, unused and of most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
2. The Contractor shall transfer the warranty/guarantees of the equipment as such from the OEM/Supplier in the name of the SCCL
3. The period of the warranty/guarantee for each equipment shall be as per the "Technical Specifications".
4. During the period of Warranty/Guarantee the Contractor shall remain liable to replace any defective parts, that becomes defective in the plant, of its own manufacture or that of its sub-Contractors, under the conditions provided for by the Contract under and arising solely from faulty design, materials or workmanship, provided such defective parts are not repairable at Site. After replacement, the Contractor is allowed to take back the defective parts to its works at his expenses.
5. At the end of warranty/guarantee period, the Contractor's liability shall cease subjected to fulfillment of its liability under Defect Liability Period. In respect of goods not mentioned for the warranty/guarantee below, the SCCL shall be entitled to the benefit of such guarantee given to the Contractor by the original Supplier or manufacturer of such goods.
6. During the Comprehensive Operation & Maintenance period, the Contractor shall be responsible for any defects in the work due to faulty workmanship or due to use of sub-standard materials in the work. Any defects in the work during the guarantee period shall therefore, be rectified by the Contractor without any extra cost to the SCCL within a reasonable time as may be considered from the date of receipt of such intimation from the SCCL failing which the SCCL reserves the right to take up rectification work at the risk and cost of the Contractor.
7. The Defect Liability Period shall be of twelve (12) months from the date of Operation Acceptance, during which the Contractor must repair any defect identified by the Project O&M Manager/O&M Engineer after commissioning of the Plant. All the expenses to repair the defects shall be borne by the contractor and no additional cost charged to the SCCL.
8. If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Plant and Equipment supplied or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the SCCL regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good (as the Contractor shall, at its discretion, determine) such defect as well as any damage to the Facilities caused by such defect.

7. Evaluation Criteria: Please refer clause 17 (TENDER CUM REVERSE AUCTION) of Instructions to the bidders.

Price schedules.

Price Schedule No. 1.: Supply & Service part

Item	Description	Qty	Unit
1	Supply of equipment for 1 MW / 2.5 MWh storage capacity BESS	1	Lumpsum
2	Installation and commissioning charges	1	Lumpsum

Price Schedule No. 2.: Operation & Maintenance (O&M) with NPV 8.3%

Item	Description	Year	Unit	NPV factor
1	Operation and Maintenance of the BESS for FIRST YEAR	1	Lumpsum	0.92
2	Operation and Maintenance of the BESS for SECOND YEAR	1	Lumpsum	0.85
3	Operation and Maintenance of the BESS for THIRD YEAR	1	Lumpsum	0.79
4	Operation and Maintenance of the BESS for FOURTH YEAR	1	Lumpsum	0.73
5	Operation and Maintenance of the BESS for FIFTH YEAR	1	Lumpsum	0.67
6	Operation and Maintenance of the BESS for SIXTH YEAR	1	Lumpsum	0.62
7	Operation and Maintenance of the BESS for SEVENTH YEAR	1	Lumpsum	0.57
8	Operation and Maintenance of the BESS for EIGHTH YEAR	1	Lumpsum	0.53
9	Operation and Maintenance of the BESS for NINTH YEAR	1	Lumpsum	0.49
10	Operation and Maintenance of the BESS for TENTH YEAR	1	Lumpsum	0.45

Bidder shall quote for all the items of "Price bid" after careful analysis of cost involved for the performance of the completed item considering all parts of the Tender Document. In case any activity though specifically not covered in description of item under "Price bid" but is required to complete the works as per Specifications, Scope of Work/ Service, Standards, or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.

Prices quoted by the Bidder, shall remain FIRM and Fixed and valid until completion of the Contract and will not be subject to variation on any account.

8. Liquidated Damages:

A. For delay in commissioning of System:

if the Contractor fails to comply with the Time for Completion /successful commissioning of Plant facilities in accordance with SCOD of PO for the whole of the facilities then the Contractor shall pay to the Owner a sum equivalent to half percent (0.5%) per week of the Contract Price for the whole of the facilities as liquidated damages for such default and not as a penalty, without prejudice to the Owner's other remedies under the Contract subject to the maximum limit of five percent (05%) of Contract Price for the whole of the facilities. The Owner may, without prejudice to any other method of recovery, deduct the amount of such damages from any amount due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract. Once the maximum limit is reached, Owner may consider the termination of contract and/or shall have the discretion of getting executed the work from the Contractor with the maximum limit of Liquidated damages. Any such recovery on account of the Liquidated damages can be done from the running bills of the Contractor by Owner.

B. LIQUIDATED DAMAGES DURING O&M PERIOD:

i) LD for shortfall in Capacity during Annual Capacity Test:

The Annual LD amount for the shortfall capacity (Rated project kWh Capacity – kWh capacity as per annual capacity test) is shall be multiplied by 365 days and Cost per unit.

Eg: If the shortfall of capacity is 6 kWh during 1st year of O&M, the applicable LD

LD for capacity shortfall for the O&M year in lakhs of INR = 6 x 365 x 8 = 0.175 Lakh

ii) LD for shortfall in Equipment Availability

If the annual equipment availability for BESS is less than 95% during any year, then Contractor shall compensate the Employer an amount calculated as per the following formula.

$$COM = \{(95-EA)/EA\} \times C \times E$$

where,

COM is Compensation payable to the Employer in rupees

EA is Annual BESS Equipment Availability (in%)

C is ₹8/kWh

E is the intended energy output from BESS in kWh during the respective year in 95% availability condition after considering any degradation.

iii) LIQUIDATED DAMAGES FOR SHORTFALL IN ROUND-TRIP-EFFICIENCY :

If the annual Round-trip-Efficiency for BESS is less than committed value during any year, then Contractor shall compensate the Employer an amount calculated as per the following formula

$$COM(RTE) = (80\%-RTE \text{ actual}) \times \text{Energy input to the BESS} \times C$$

where,

COM is Compensation payable to the Employer in Indian rupees

RTE actual is Annual BESS Round-trip-Efficiency achieved (%)

Energy input to the BESS is sum of Energy input to the BESS over n cycles in a year (kWh)

C is INR 8/kWh

Recovery of Compensation:

The above compensations shall be deducted from Contract Performance Security (CPS) **submitted by the developer / from any charges payable to contractor.**

9. Pre bid meeting, if any: Applicable.

10. SCCL hindrances clause in case of service contracts if required: Nil

11. Any other specific terms required: Nil

12. SIGNING OF CONTRACT AGREEMENT

- a. Within 30 (Thirty) days of the release of Notification of Award (NOA) by SCCL, the successful Bidder/ Contractor shall be required to execute the 'Contract Agreement (CA)' with SCCL on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/ Contractor] and of 'Telangana state.
- b. In case the successful bidder fails to execute the 'Contract Agreement' as mentioned above, same will be treated as a case of non-responsiveness & default and SCCL may take suitable action to get the project successfully executed. Same shall

constitute sufficient grounds for the forfeiture of EMD, if applicable.

- c. In case of Non-responsive/Non-acceptance to the NOA or CA or non-submission of timely Performance Security by the successful bidder, SCCL at its sole discretion may take appropriate actions with the forfeiture of EMD, if applicable & may annul the entire Tendering process at its sole discretion.

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

Preference to Make in India and Eligibility for participating / granting of purchase preference to Class-I local suppliers – regarding.

It is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of Goods and Services in India with a view to enhancing income and employment. In this regard, the following guidelines, concerning the procedure to be adopted for granting Eligibility for Participation/purchase preference to local suppliers, are hereby issued:

1.0 Definitions:

- a) **'Local content'** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the goods, services or works procured (excluding net domestic indirect taxes) minus the value of imported content in the goods, services or works (including all customs duties) as a proportion of the total value, in percent.
- b) **'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed.
'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier'.
'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier'.
- c) **'L1'** means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- d) **'Margin of purchase preference'** means the maximum extent to which the evaluated bid price of a 'Class-I local supplier' may be above the L1 for the purpose of purchase preference.

2.0 Eligibility for Participation/Purchase Preference:

2.1 Eligibility for Participation

Only Class-I and Class-II Local Suppliers are eligible to Bid. Bids received (if any) from Non-Local Supplier shall be out rightly rejected.

3.0 Purchase Preference

3.1 Margin of Purchase Preference

The margin of purchase preference shall be 20%.

3.2 Purchase preference shall be given to 'Class-I local suppliers' as specified hereunder:

- ** (i) In all procurements where MSE benefits are not applicable and which are not divisible in nature and the same has been specified in bidding**

documents, the 'Class-I local supplier' shall get purchase preference over

'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- Among all qualified bids and substantially responsive bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- If L1 is not 'Class-I local supplier', the lowest evaluated bidder among the 'Class-I local supplier', will be invited to match the lowest evaluated bid (L1) price subject to Class-I local supplier's evaluated price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the lowest evaluated bid (L1) price.
- In case such lowest eligible 'Class-I local supplier' fails to match the lowest evaluated bid (L1) price, the 'Class-I local supplier' with the next higher evaluated bid within the margin of purchase preference shall be invited to match the lowest evaluated bid (L1) price and so on and contract shall be awarded accordingly. In

case none of the 'Class-I local supplier' within the margin of purchase preference matches the lowest evaluated bid (L1) price, the contract may be awarded to the L1 bidder.

- (ii) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by SCCL.
- (iii) For the purpose of matching of lowest evaluated bid (L1) price, the Class-I local supplier would have to necessarily reduce all components of the quoted price on pro-rata basis. The reduction should not apply on the evaluation loading on account of functional guarantees and other loadings (if any, which are not dependent on quoted price). Further, the Contract shall be awarded on such revised/ reduced quoted price. The summation of the revised / reduced quoted price and the evaluation loading on account of functional guarantees and other loadings (if any) shall be equal to the lowest evaluated bid (L1) price.

Notes: **In case of Reverse Auction (RA), the Purchase Preference for Class-I local suppliers shall be applicable on the lowest evaluated bid price after RA. The order in which the Class-I Local Suppliers shall be given an opportunity to match lowest evaluated bid (L1) price after RA will be in the order of their rank determined based on the evaluated bid price after RA.

4.0 Minimum Local Content

- 4.1 The local content requirement to categorize a Bidder/Supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%.

5.0 Verification of Local Content:

- 5.1 The 'Class-I local supplier' / 'Class-II local supplier' shall be required to provide, in the Bid Form/relevant Attachment of Techno- Commercial Bid, self-certification / declaration that the Item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local supplier' and shall give details of the location(s) at which the local value addition is made.
- 5.2 In case, the total bid price of the supplier / bidder is in excess of INR 10 crore, the 'Class-I local supplier' / 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content during execution prior to submission of last bill for payment. In case aforesaid Certificate furnished by Contractor/Vendor is not in line with the declaration in respect of Local content in their bid, same shall be treated as false declaration.
- 5.3 However, if the item(s) offered by Supplier are manufactured in India under license from foreign manufacturers holding intellectual property rights and where there is a transfer of technology agreement, the supplier shall be required to provide, in the relevant Attachment of Techno-Commercial Bid, self-certification / declaration to this effect for availing exemption from meeting the Minimum Local Content requirement.
- 5.4 False declarations will be dealt in line with the Fraud Prevention Policy and Banning Policy of SCCL.
- 5.5 In case of false declaration / violation of the provision of PPP-MII Order, if a bidder has been debarred / banned by SCCL, then the fact and duration of debarment should be promptly brought to the notice of the Member-Convenor of the Standing Committee (as per para 16 of PPP-MII Order) and the Department of Expenditure through Ministry of Power, GOI.
- 5.6 A supplier who has been debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP- MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP) shall not be eligible for evaluation/preference, as applicable, under the aforesaid procedures for duration of the debarment. The 'Class-I local supplier' / 'Class-II local supplier' shall be required to furnish a confirmation in this regard in the Bid Form/relevant Attachment of Techno-Commercial Bid.

6.0 Local Sourcing

- 6.1 The Bidder/its Sub-vendors must be Class-I local supplier for Item(s) mentioned in Technical Specifications, as applicable, in case such item(s) are Self Manufactured/Bought-out.
- 6.2 The Bidder / Contractor are requested to encourage and promote domestic manufacturing and production of goods and services by sourcing goods and services applicable under the contract / package from domestic suppliers / service providers. In this regard, Bidder shall also follow guidelines / advisory issued by Government of India from time to time, to the extent applicable to them, regarding promotion of local sourcing of goods including Bought out Items and services.

Declaration on Local Content

Dear Sir(s),

I/ we have read the provisions of “Preference to Make In India” enclosed with the Bid Data Sheet. In terms of the requirement of the aforesaid provisions, I/ we hereby declare the following:

1. In order to avail **evaluation eligibility**, I/ we hereby declare that I/we are **supplying/ sourcing the following goods/ services as/ from Class-I Local supplier:**

Sl. No	Description of Goods & Services	Quantity / Weight	Details of the Location(s) at which Local Value Additionis made
1	Solar Inverter		
2.	Common items for Transmission, Distribution and Generation Sector at Annexure-IA to Ministry of Power OM No. A-1/2021-FSC-Part(5) dated 16.11.2021. The Minimum Local Content (%) as mentioned under the aforementioned OM shall be complied. (Relaxation for Li-ion cells, but batteries must be manufactured / assembled in India only)		

2. **I/ we undertake that a certificate from the statutory auditor or cost auditor (in the case the bidder is a company) OR from a practicing cost accountant or practicing chartered accountant (in respect of bidders other than companies) certifying the percentage of local content shall be submitted by us prior to submission of our last bill for payment.**

Whether the bidder is presently debarred/ banned by any other procuring entity for violation of ‘Public Procurement (Preference to Make In India), Order 2017’ (PPP-MII Order) dated 15.06.2017 issued by Department of Industrial Policy and Promotion (DIPP) and its subsequent revisions	<input type="radio"/> NO <input type="radio"/> YES
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3. Further, I/ we hereby confirm the following:
4. I/ we agree to furnish any information as a proof of the above to your satisfaction as and when required.

(Signature)

Bidder's Name

Scope of Work & Technical Specifications

A. SCOPE OF WORK:

Design, Engineering, Supply, Packing and Forwarding, Transportation, Unloading, Storage, Installation, Testing and Commissioning of “**Grid connected Battery Energy Storage System (BESS) of Capacity 1MW/2.50MWh**” at 28MW Solar Power Plant, Mandamarri, Mancherla Dist., Telangana State including 10 (Ten) years of comprehensive O&M.

1. PCS (with total capacity of 1MW) with black start facility for bidirectional inversion/charging of Batteries and providing voltage reference of 600V AC. Coupling with Solar PV System shall be at AC output bus.
2. Containerized storage for BESS for protection of equipment from environmental factors. The BESS is plug and play type, where it can be connected and disconnected to any Solar plant as per the requirement.
3. Battery Management System (BMS) for monitoring healthiness and optimized charging of batteries and Energy Management System (EMS) for Load management, Control of PCS.
4. Associated Electrical system, AC and DC Wiring, earthing, lightening protection for BESS up to owner's 600 V AC bus.
5. Comprehensive Operation & Maintenance of Battery Energy Storage System for a period of Ten years from the date of operational acceptance of full Project capacity.

B. LOCATION AND ACCESSIBILITY:

The site is well connected through road.

1. The site is located under Mancherla District, Telangana
2. The nearest urban area from the site is Mancherla.
3. Mandamarri is located approx. 20km from Mancherla
4. Access to Site: The access to the Site is indicated as below
 - a. By Train: The nearest railway station is Mancherla – 30 km from site.
 - b. By Air: The nearest airport from the site is Hyderabad – 302 km.

C. INITIAL DESIGN AND FABRICATION:

For the initial design and fabrication of the equipment, the Contractor shall

- Design, fabricate, and assemble a fully functional, transportable BESS that meets the requirements delineated herein. This shall include a control system that provides standard input/output channels and appropriate control actions for all required operational and protective features.
- Fully document the design and expected performance of the BESS by means of documents, drawings, reports, data, and other submittals, as required herein.
- Perform factory acceptance testing of the BESS.
- Conduct design review meetings during initial design and fabrication, in Consultation with the Employer with special reference to the geographical/climatic conditions of the Project site.
- Obtain site-specific data in preparation for developing installation implementation plans.
- Develop site installation/construction drawings, specifications, and calculations.
- Supply any special equipment and tools required for maintenance of the BESS.
- Supply an initial complement of spare parts (as per OEM recommendations and to meet the BESS Availability Guarantee).

- Provide warranty for the entire BESS and its constituent equipment.

D. TRANSPORTATION AND SITE SETUP:

Interconnection of the BESS with the grid is at the point of common connection (PCC). The Contractor shall be responsible for all equipment and installation activities up to the system side of the PCC. The Contractor will be responsible for completing the necessary work for interconnection point.

Note: Trucks/carriers no longer than 20ft long may be feasible for transport of material.

E. INSTALLATION/INTERCONNECTION:

For installation/interconnection, the Contractor shall

- Develop drawings, specifications, and calculations for Contractor's scope of installation equipment and services (that is, up to the BESS side of the PCC).
- Develop detailed start-up and site acceptance test (SAT) plans.
- Obtain all permits necessary to transport the BESS to the site.
- Ship the BESS to the project site.
- Assemble BESS components on site to produce a functional system (as required).
- Perform start-up testing and SAT of the BESS.
- Provide on-site Contractor representative during installation and/or interconnection activities by the Employer and during start-up and SAT of the BESS by Contractor.
- Obtain permits necessary to prepare the site and to install and interconnect the BESS to the grid.
- Provide a complete set of as-built drawings.
- Provide a training class for the Employer's technicians and maintenance personnel.

F. THE BRIEF SCOPE INCLUDES THE FOLLOWING:

1. The BESS system shall include Energy Management System (EMS), Battery Management system (BMS) and dashboard to display key operational parameters such as voltage, current, battery state of Charge (SOC), frequency etc.
2. The EMS should interlink between the SCCL grid demand and the BMS. It has to continuously monitor the SCCL grid requirements and perform peak shaving of SCCL load.
3. The BESS shall include Battery Management System, Health Monitoring, Internal protections for Over charge, Temperature, Current, Voltage, Dashboard for displaying parameters and provisions for remote access and control (for scheduling charging and discharging) as per SCCL grid load conditions and requirements.
4. It is a turnkey BESS project with in the given standards. The BESS shall be configured to perform multiple charge discharge cycles. However, for design purpose, the maximum number of rated energy discharge cycles per day may be considered as 1.
5. DC side isolation switches for Battery racks, DC and AC side isolation switches for PCS modules.
6. PCS for bidirectional conversion of power
7. Auxiliary power system for BESS with UPS backup for control supply.
8. Earthing System
9. Surge Protection System
10. Illumination System and Heating, ventilation, and air conditioning (HVAC) for container modules
11. Commissioning/operational acceptance certificate will be issued by conducting relevant BESS Performance guarantee tests after successful completion of one month

- operation.
12. Carrying out the Tests as per specification during comprehensive AMC period.
 13. Dashboard and Display Management Information System (MIS) as per the given requirements.
 14. Installation of automatic activated fire safety system in battery container/ cabinets/wherever required, with Audio visual alarm of high decibels, when detects smoke or the temperature exceeds norms.

SL. No	Application	Capacity of BESS	Battery Chemistry
	Energy Management System	1MW/2500 kWh	Any Chemistry minimum 4000 cycles at minimum
1	Battery System		
2	Battery Management System (BMS)		
3	Power Conditioning System (PCS)		
4	Energy Management System (EMS) & SCADA		
5	DC Cables, Instrumentation and Communication Cables		
6	0.2s class ABT Meter(s), CTs (0.2s, 5VA) and PTs (0.2, 10VA) at PCC of BESS to Solar plant		

NOTE: The above list is not exhaustive and any relevant to be included as per SCCL requirement for the project.

F.1. Technical Specifications for Battery Energy Storage System:

The components of the BESS as per following technical specifications described below in this section.

BESS PARAMETERS:

SL.No	Parameters	Unit	Value
1	Rated Discharge AC useful capacity at PCC	kWh	2500kWh/day for 1 st year of O&M period and latter with degradation factor. Rated discharge is depend on Inadvertent units.
2	BESS Round trip AC/AC Efficiency at PCC		Round trip AC/AC efficiency shall not be less than 80%.
3	Charging Time		Maximum 3 hrs. From rated DoD to full capacity.
4	Peak Power Requirement	kW	1000 kW
5	Depth of Discharge	%	>80
6	Life Cycle	No's	At-least 4,000 at the rated DoD
7	Round Trip Efficiency (DC-DC)	%	To be specified by the bidder as per their BESS system
8	Power factor (Measure at PCC)		Four quadrant capability is required. Reactive power injection/ absorption shall be as per requirement of load.
9	Minimum Annual BESS Availability	%	95
10	Response time		Response time of BESS system shall not be more than 1 (One) second.

*The common connection point (PCC) of BESS with Solar PV System is in between Inverter (PCS) and Inverter Duty Transformer of Solar PV Plant. A convenient location in Solar Plant will be decided with mutual understanding of SCCL and contractor.

F.2. DEFINITIONS:

- **PCC** – Point of common connection, the electrical boundary between the Solar PV Power Plant and BESS.
- **Unit battery** – A unit battery is the minimum field-replaceable stored energy component or assembly. It may consist of one or more electrochemical cells, electrically interconnected in any series and/or series-parallel configuration. A unit battery has one (and not more than one) set of positive and negative terminals, by which it is interconnected with the rest of the storage system.
- **FAT** – Factory Acceptance Test
- **BESS** – AC Coupled, containerized energy storage system based on commercially available electrochemical storage solutions, capable of receiving, storing and delivering electrical energy at specified rate(s) suitable for the application laid out in the specifications herein. BESS shall comprise of unit batteries, battery management system (BMS), Bi-directional PCS, Transformers, Auxiliary sub-systems such as HVAC and fire suppression systems, Communication sub-systems etc. to operate at rated capacity. The BESS is plug and play type, where it can be connected and disconnected to any Solar plant as per the requirement.

Note: Outdoor type Bi-directional PCS and Transformers are acceptable.

- **BMS** - or Battery Management System, is any electronic system that manages a rechargeable battery (cell or battery pack), including protecting the battery from operating outside its Safe Operating Area, monitoring its state, calculating secondary data, reporting that data, controlling its environment, authenticating it and / or balancing it.
- **EMS** – or Energy Management System, Energy management system shall comprise of hardware & software for managing the power/energy flow through BESS for specific application.
- Available or Dispatchable or throughput energy is the sum total of energy (kWh) delivered from the BESS at the point of interconnection of the BESS.

F.3. BATTERY:

The Battery should be having Primary cells only and no second life batteries are allowed. If any defect is noticed in the battery during the O&M period, it must be replaced on free of cost. It is in the scope of contractor only.

F.4. BATTERY SUB-SYSTEM:

The cells shall be supplied as group of cells combined into modules and inter-connection of cells, modules should be designed properly to prevent the damage during transportation. The cells & modules should be able to absorb the anticipated vibration/shock associated with the transportation.

F.5. BATTERY TECHNOLOGY:

Definitions of various terminologies related to battery energy storage system should comply with IEC 60050-482 (International electro-technical vocabulary for cells/ batteries).

TECHNO-ECONOMIC SPECIFICATIONS:

SL. No	Parameters	Value
1	Battery Technology	Any battery technology with totally Maintenance Free suitable for operation in site-specific climatic conditions can be used.
2	Rated No of Cycles (Minimum)	At-least 4,000 cycles at rated energy capacity at minimum 80% Depth of Discharge (DoD) at 25°C and 0.5 C Rate of Discharge
3	Power rating	Total 1 MW, continuous
4	Energy rating BESS	<p>Watt-Hour Rating (Dispatchable Capacity) – 2.5MWh , Dispatchable at the beginning of life (i.e. at the time of Commissioning) and minimum dispatchable capacity at the end of each year of operation as per below table:</p> <p>Year of Operation Dispatchable Capacity</p> <p>Year 1 – 2.5000 MWh Year 2 - 2.4625 MWh Year 3 - 2.4250 MWh Year 4 - 2.3875 MWh Year 5 - 2.3500 MWh Year 6 - 2.3125 MWh Year 7 - 2.2750 MWh Year 8 - 2.2375 MWh Year 9 - 2.2000 MWh Year 10 - 2.1625 MWh</p>
5	BESS Availability	95%
6	Use case requirements	1. Peak Management 2. Voltage Support
7	System round Trip Efficiency (AC-AC)	>80%
8	Charge-discharge cycles	One discharge cycle per day is envisaged
9	Black Start Capability	Yes
10	Ventilation System inside the Container	Should be such as to maintain minimum and maximum Temperature as recommended by the manufacturer for optimum performance of the batteries on continuous basis.
11	Charging Time	Maximum 3 hrs. From rated DoD to full capacity.

*Manufacturer should also provide minimum throughput of battery at a rated DOD.

F.6. BATTERY ENERGY MANAGEMENT SYSTEM:

The charging shall be performed in constant current constant voltage (CCCV) mode. However, change of operating mode from CC to CV during charging shall be determined on the basis of OEM/Supplier recommendations.

THE ENERGY MANAGEMENT SYSTEM (EMS) ARCHITECTURE SHALL COMPLY WITH FOLLOWING REQUIREMENTS:

- Energy management system shall comprise of hardware & software for managing the power/energy flow through BESS for specific application.
- BESS should have the capability to monitor and control the operational parameters (SCCL grid V & I, P, Q, f, battery V & I, SOC, relay/actuator command etc.) remotely through communication interface.
- The EMS shall include monitoring, data acquisition and control to provide continuous visualization or display of key operational parameters, as well as permanent archival of all measured parameters. For monitoring & control, sensors and transducers shall be installed. The system shall record values of all operational parameters in fix and removable non-volatile memory. It shall be capable of making all monitored data and events available through the Distributed Network Protocol (DNP3) communication interface and shall allow the display of current values and recent historical trend for one week.
- The real- time analogue data such as SCCL grid voltage & current, battery voltage & current, SOC, frequency etc. at 10 second interval and digital data such as alarm, events will be stored for 30 days.
- Human machine interface (HMI) shall display the single line diagram of whole system with colour display and alarms & events shall be displayed in the form of list. The operation of HMI should be user friendly.
- It should have feature to control the BESS operation both in automatic and manual mode (set/reference point can also be defined manually as well).
- The control features in Energy Management System (EMS) shall be customizable and shall have feature to update the algorithm time to time as per requirement.
- Cell-level battery management system shall be provided to take care of cell parameters (voltage, SOC and temperature) within specified range as per the requirement of battery technology.
- EMS of BESS shall be designed in such a way that it could be interfaced with SCADA communication system provided by contactor in a centralized control station. The field status of key operational parameters must be communicated to that centralized control station through appropriate mode of communication and it shall have feature to control the system from centralized control station. The required room for setting of the centralized control station shall be provided by SCCL.
- EMS shall be extendable up to 6MW/15MWh BESS in case additional BESS get installed in future at other locations or existing battery energy storage system gets replaced with a newer technology and/or of different size. EMS shall be inter-operable with any other EMS or Distributed Energy Resources Management System (DERMS) having the same protocol and with SCADA through IEC 60870-5-104 protocol. It is reemphasized that the EMS so supplied should be supporting open protocols capable of integrating multiple battery energy storage systems at different locations in future as well.
- BESS operation should be controlled by one operator at a time, positioned either locally or remotely and thus it must have suitable interlock features. Local control should be highly placed in control hierarchy. Real-time analogue & digital inputs & outputs should be visible both locally and remotely displayed in centralized control station. An integrity scan shall also be made periodically and any discrepancy occurs between field status and command, shall be intimated through alarm.
- Software interlocking should be provided to ensure that inadvertent operation of

switchgear causing damage and accidents in case of false operation does not take place.

- Following parameters are to be displayed at the control centre:

Operating Mode:

- i. SCCL grid connected/Standalone mode
- ii. Automatic/Manual mode
- iii. Charge/discharge
- iv. Application mode (as described above for different category)
- v. Measurements (V, I, P, Q, SOC, charge/discharge rate freq., energy export/import)
- vi. Events and alarms
- vii. Breaker position/operation
- viii. Parameters of PCS such as active power, reactive power, power factor, operating DC voltage etc.
- ix. Fault information
- x. Status of air conditioning and fire protection system
- xi. Smoke/fire alarm and container opening alarm

EMS shall perform the following functions:

- i. Real-time acquisition and display of data, status, alarms, and trends.
- ii. Display BESS system data suitable for operation and fault finding, including diagnostics and self-check functions.
- iii. Operate the BESS as per application requirement.
- iv. Display of status of PCC as well as BESS in Single Line Diagram (SLD) format.
- v. Logic functions for control, protection and annunciation of the equipment and systems.
- vi. Allow local control of the BESS, such as providing charge and discharge set points and setting of ramp rates.
- vii. Allow selection of BESS operation mode.
- viii. Control of switchgears and PCS.
- ix. Display and storage of measured values.
- x. Historical storage of important data.
- xi. Display and storage of derived/calculated/integrated values.
- xii. Display and Storage of Alarm, Event and Trends
- xiii. Generate, store, and retrieve user configurable Sequence of Event (SOE) reports
- xiv. Generate, store, and retrieve user configurable periodic Reports. It shall have facility to generate report in MS Excel format.
- xv. Provision for remote monitoring of essential parameters on the web authorized with user ID and password. Internet connection shall be provided by SCCL as and when available.
- xvi. It shall support following standard protocols (included but not limited to) to communicate with different sub system/Devices.
 - a) Modbus (TCP/IP, RTU, ASCII)
 - b) Sub Station Protocol such as IEC- 61850, IEC 60870 -5- 101//104
- xvii. System self-supervision and diagnostic functions.
- xx. Security of Data from authorized access using Hardware Firewall and software access privileges/rights.

- xxi. Auto logging of all O & M evaluation parameters like availability, Daily BESS input and Output, Load profile, Bus voltage and frequency etc. in report form so that it can be handed over to SCCL personnel for review.
- xxii. Auto generated reports to evaluate the performances of BESS for all functions like smoothening, time shift operations etc. as mentioned elsewhere in this specification.

F.7. SYSTEM HARDWARE REQUIREMENTS:

Monitoring & centralized control station shall include workstation, keyboard, mouse, LAN cable and all associated items. Local Large LCD display shall be provided to monitor various functions and parameters locally viz. Charge, discharge, current, voltage, power, alarms etc. The system shall preferably be based on personal computer technology with a Microsoft Windows 10 or it's latest operating system. Other system architectures are acceptable, but regardless of system architecture, the system shall, at a minimum, provide remote data inquiry from personal computer based platform and data file export capabilities in ASCII format or, independent media (such as universal serial bus drive) that are readable on personal computer based systems.

- The system shall provide unsolicited message capability for reporting critical alarms and indication locally and remotely to the SCADA system.
- Processor and RAM should be selected in such a way that it should not use more than 50% of the disk space.
- An additional wall mounted displaying LED monitor (55") required for displaying parameters of BESS, as it is in workstation Desktop at MCR.
- One printer shall be provided to submit the measured daily data at regular intervals to SCCL in electronic form, compatible in CSV format.
- Two servers required one at MCR (Local server) and another at 132kV substation room of Mandamarri (remote server). Data collected by Plant SCADA shall be replicated in real-time in both the servers, using industry standard interfaces such as Web Services, OPC-UA, data files, etc. as required. The data recording intervals for different parameters in the BESS shall be considered when creating schedules to "push" the data from Plant SCADA to both servers. Both the servers must have capacity to store the everyday activity of charging and discharging up to 10 years.

F.8. BATTERY MANAGEMENT SYSTEM (BMS) AND POWER CONDITIONING System (PCS) FUNCTIONALITY REQUIREMENTS MONITORING:

BMS shall monitor battery system parameters such as voltage & current, SOC, cumulative number of cycles along with DoD. It shall also monitor utility side parameters such as voltage, charge/discharge current and protection system readings/status. The BMS shall automatically control the charge and discharge of the individual cells/module, balancing between cells/module to optimize energy consumption and range, monitor cell/module health and provide critical safeguards to protect the batteries from damage. However, Bidder to supply the BMS system as per battery OEM recommendation and requirement and shall be in line with the application requirements. BMS shall have the following features:

- a. Cell/module Protection: - Protecting the battery from out of tolerance operating conditions such as over-charge, over-discharge, over-current, over-temperature etc. It shall detect ground faults and internal battery faults. BMS must provide full cell/module protection to cover almost any eventuality.
- b. Charge control: - BMS shall automatically control the charge and discharge of the

- individual cell/module.
- c. SOC Determination: - BMS shall automatically determine the State of Charge (SOC) of the individual cell/module.
 - d. SOH Determination: - BMS shall automatically determine the State of Health (SOH) of the individual cell/module.
 - e. Cell Balancing: - BMS shall automatically balancing between cells/modules to optimize energy consumption, range and protecting the battery.
 - f. History - (Logbook Function): - Monitoring and storing the battery's Parameters.
 - g. Alarm and fault generation.
 - h. Isolating the battery in cases of emergency.

F.9. CHARGE CONTROL:

PCS shall control the charging state of each module based on monitoring of parameters and power/energy requirements. It should charge the module in float/boost mode and/or Constant Current Constant Voltage (CC-CV) mode as per requirements of battery sub system. Further, it should regulate the voltage to limit the temperature rise in the cell.

F.10. POWER CONTROL:

PCS shall able to supply rated power to SCCL grid/battery for specified duration (as per requirement) as required without violating the temperature rise limits. Additionally, it shall control the active and reactive power separately. Though, the primary requirement of the project is to supply only active power (power factor must be greater than 0.90) from BESS but there should be provision to supply reactive power as well if required. Power quality parameters of PCS shall comply with relevant IEC/IEEE standards.

F.11. OPERATION MODE:

The output of the PCS (voltage and frequency) needs to be synchronized with SCCL grid/solar plant as per the requirement when the battery energy storage system is in operation. It shall operate in inverter mode during discharging and rectifier mode during charging of battery system.

F.12. AUXILIARY POWER SUPPLY:

- All auxiliary systems of BESS including air conditioning, ventilation, etc., requiring uninterrupted load shall be powered using an Uninterrupted Power Supply (UPS) system. The UPS may preferably draw its input supply from BESS PCS output using necessary switching device like MCCB with a energy meter to record the auxiliary consumption, which is on chargeable basis (Cost Rs.8/unit). Each sub system shall be fed from the UPS using MCBs/MCCBs. Useful capacity at PCC as mentioned in tables above are after consideration of Auxiliary power consumption the BESS.
- The UPS shall have an overload capacity of 125 % rated capacity for 10 minutes and 150 % rated capacity for 10 seconds. The overall efficiency of UPS shall be at least 80% on full load. Minimum backup shall be 30 minutes on full load.
- The UPS system shall be capable of operating without D.C. battery in circuit under all conditions of load and the performance of various components of UPS like inverter, charger, static switch etc. shall be guaranteed without the battery in circuit.
- For UPS capacity 5 kVA or more, in addition to indications/display on UPS panel, important alarms along with important analog signal shall also be provided for use in SCADA. For UPS capacity less than 5 kVA bidder shall provide status, common alarm, and trip DI (soft or hard) signal to SCADA. The UPS chargers shall be self-regulating,

solid state silicon controlled, full-wave rectifier type designed for single and parallel operation with battery and shall have automatic voltage regulators for close voltage stability even when AC supply voltage fluctuates. The charger should be capable to fully charge the required batteries as well as supply the full rated load through inverter. The charger shall be able to re-charge the fully discharge battery within 8 hours. The charger shall be design for input supply variation of $\pm 10\%$ and frequency variation of $\pm 5\%$. Charger design shall ensure that there is no component failure due to fluctuations of input supply or loss of supply and restoration.

- The UPS inverter shall be of continuous duty, solid state type using proven Pulse Width Modulation (PWM)/Quasi square wave/step wave technique. Ferro-resonant types of Inverters are not acceptable. The nominal voltage output shall be 230 Volts single phase, 50 Hz. The inverter equipment shall include all necessary circuitry and devices to conform to requirements like voltage regulation, current limiting, wave shaping, transient recovery, etc. The total harmonic content shall be 5% maximum and content of any single harmonic shall be 3% maximum.
- Static switch shall be provided to perform the function of transferring UPS loads automatically without any break from faulty inverter to standby AC source. Manual bypass switch shall be employed for isolating the UPS during maintenance.

F.13. CONTAINER:

PCS, Batteries, BMS, EMS etc. should be placed in waterproof and dustproof enclosure rated to minimum IP-67 protection with provision to prevent moisture condensation, airborne dust rodents etc. It shall be kept indoor (inside container/enclosure of BESS) floor-mounted, self-supporting sheet metal enclosed cubicle type. All associated items such as base frames, removable gland plates, copper lugs anchor bolts and hardware. Cubicle door should be earthed properly. The BESS along with container is plug and play type, where it can be connected and disconnected to any Solar plant as per the requirement.

F.14. DC CABLES:

Cables used shall be of min. 1.5 kV (DC) grade. These Power cables shall have compacted Aluminum conductor, XLPE insulated, PVC inner sheathed (as applicable), Armored, FRLS PVC outer sheathed conforming to IS: 7098 (Part-I). These cables shall confirm to the requirements of the standards & codes.

F.15. DETAILED DESCRIPTION OF PCS:

S No	Parameters	Unit	Value
1	Maximum power rating	kW	1100
2	Power rating	kW	1000 (500kW-2Nos./1000kW -1No.)
3	Power factor	Cos	0.9 (Leading to Lagging)
4	Efficiency	%	> 97
5	Voltage withstand capabilities	Volts	$\pm 15/20\%$ of rated voltage on both AC & DC side
6	Rated voltage	Volts	600V AC
6	Frequency	Hz	$50 \pm 2.5\%$
7	Power quality parameters	As per IEC/IEEE standards (IEEE 519-1992/2003)	
8	Communication Interface with SCADA System	Appropriate communication system with IEC 60870-5-104 protocol	

G. DESIGN AND CONSTRUCTION REQUIREMENTS:

- BESS system shall be designed such that it will be inter-connected with existing SCCL network.
- The whole system (battery, PCS, auxiliary source, PMS, firefighting system etc.), shall be enclosed in a container with IP-67 class of protection or as per national/ international standards (IEC-60529). The system must be placed in a container and it should have feature for heat load management. The standard containerized solution including both Battery modules and PCS shall be preferred. The system's container shall meet all standard safety requirements. Further, the battery container material should have electro-chemical compatibility and resistant to acid & alkaline material. The container should be fire retardant and it shall be able to withstand the tensile stress due to internal pressure of the cells or electrolyte in the worst operating condition. The container shall be tyre mounted (air inflated) and hook arrangement on both sides to attach to a tractor/Lorry, so that it can be shifted from one place to another place. Additionally, it should also have provision of suitable hooks on top side (Minimum 4 Nos.) for lifting through hydraulic crane. The container including BESS is plug and play type, where it can be connected and disconnected to any Solar plant as per the requirement.
- Each cell should be provided with pressure regulated valve (if required as per battery technology). The valve should be self-re-sealable and fire resistant.
- The terminals of the cells shall be coated with corrosion resistant materials and it should be non-reactive to acid and alkaline. It shall also be covered with insulating material to prevent any accidental contact with live electrical connections.
- All the batteries shall be mounted in a metallic stand/frame. The frame should be painted with acid/base resistant paint. The suitable isolation should be provided between base of frame and ground to avoid the grounding of frame.
- All sensors, transducers, circuit boards, and test points in the System shall be easily and safely accessible for calibration and maintenance.
- The additional items such as enclosures, junction boxes, grounding, instrumentation, wiring etc. required for fully functional system as per specification shall be provided/installed by contractor.
- External connection to the cells, including inter-cells or inter-module connections (such as cables/straps etc.) shall also be designed to prevent failure during transportation.
- The modules can be interconnected in series or parallel configuration to achieve the specified energy and power requirements.
- BESS shall be provided with air conditioning system to manage the heat load of the system and rating of Air conditioner should be defined accordingly. It should be rugged, reliable and maintenance free and designed for long life time. It shall be designed for continuous operation.
- ABT Meter(s) of 0.2s class accuracy shall be provided at PCC or in between PCC & BESS PCS output, for recording IN/OUT energy, to/from BESS. CTs (0.2s, 5VA) and PTs (0.2, 10VA) to be used for energy metering and auditing purpose.

H. SAFETY REQUIREMENTS:

- Safety of battery cell shall be ensured as per IEC standards and battery module storage cabinet should have IP-54 class of protection.
- Each cell shall be equipped with a flame arrestor to defuse any flammable gas escaped during charge and discharge. In addition to the fire suppression system, the flame

arrester is required to prevent the fire from one cell to the adjacent cells and needs to be provided from the perspective of safety as per relevant standards.

- The safety for whole BESS system shall be ensured as per UL-9540.
- Adequate fire protection system should be provided for whole system (cells, modules, PCS etc.).
- Suitable earthing system should be designed and provided for BESS.
- PCS shall have adequate safety feature for complete isolation from SCCL grid in case of any malfunctioning. In addition, there should be a provision for manual as well as automatic disconnection of BESS from distribution system.
- Temperature rise protection system should be provided for battery and PCS.
- Protections should be provided for AC/DC (over/under voltage, over/under current, earth fault protection, over/under frequency for AC, transient/surge protection, breaker failure protection etc.).
- Emergency alarm system should be provided in SCADA/centralized control station for any malfunctioning of BESS operation.
- In addition to above mentioned safety requirements, following tests are to be carried out (described in table below).

NATIONAL/INTERNATIONAL STANDARDS FOR BATTERY ENERGY STORAGE SYSTEM:

Requirements	Standards
Safety requirements	IEC-62133 or IEC 62620:2014 or UL-1642 or UL-1973 or UL-9540 (for
Designations, markings, dimensions and other requirements	IEC 61960
Test methods and requirements to ensure safety during transport other than for recycling or disposal	IEC 62281 or, UL-1973
Tests and requirements for verifying the mechanical behavior	IEC-61959/IEC-62897
Design, Operation & Maintenance of BESS	IEEE P2030.2.1 IEEE P2030.3
Planning & Installation of Electrical Energy Storage	IEC-62935
Battery management and Handling rules, 2001 Ministry of Environment, Forests and Climate	
E-waste (management) rules-2016 Ministry of Environment, Forest and Climate change	

NATIONAL/INTERNATIONAL STANDARDS FOR PCS:

Requirements	Standards
General and safety requirements	IEC 62040-1 or IEC 62477-1 or
Interconnecting distributed resources with electrical power system	IEEE 1547, IEC 61850 (communication standard) UL 1741 (testing)
Power conditioners - Procedure for measuring efficiency	IEC 61683 or, Equivalent
Environmental testing	IEC 60068-2 (1,2,14,30)
Switches/Breakers/Connectors	IEC 60947 (1, 2, 3)
Power metering & monitoring devices	IEC 61557-12
Power quality parameters	IEEE 519-2003 or IEC 61000-4 series

Battery management and Handling rules, 2001 Ministry of Environment, Forests
E-waste (management) rules-2016 Ministry of Environment, Forest and Climate

H.1 STATUTORY COMPLIANCE:

Bidder shall comply all provisions and amendments thereafter of

- (i) CEA (Technical Standards for Connectivity to Grid) Regulation,2007
- (ii) CEA (Technical Standards for construction of Electrical Plants and Electrical Lines) Regulation,2010
- (iii) CEA (Grid Standard) Regulation,2010
- (iv) CEA (safety requirements for construction, operation and maintenance of Electrical Plants and Electrical Lines) Regulations,2011
- (v) CEA (Measures relating to Safety and Electrical Supply) Regulations,2010
- (vi) CEA (Installation and Operation of Meters) Regulations 2006
- (vii) Indian Electricity Grid Code Regulation,2010
- (viii) CEA (Technical standards for communication system in Power system operations) Regulation 2020
- (ix) MNRE guidelines/OM/Advisory/Clarifications
- (x) And any other applicable standard/regulations

H.2 FIRE FIGHTING SYSTEM:

Adequate fire protection should be provided to tackle any fire incident likely to arise in battery energy storage system as per the international standard. Different types of fire extinguishers (Sinorix N2, Hepta Fluoro Propane or equivalent for electrical safety) shall be installed to take care of fires which are likely to happen and protection from such incident shall be ensured as per International fire code (IFC-ICC). Provision of surveillance cameras for detection/monitoring of fire/any abnormalities during day and night inside the cabin shall be displayed in the control room.

H.3 PROTECTION SYSTEM:

Protection system must be capable of monitoring all the operating parameters and sensing all abnormal conditions to isolate the faulty circuit or component without damaging other parts of the system. Adequate indications/alarms should also be provided locally as well as at remotely from control room for identification of faults and taking preventive/corrective actions.

The protection system shall work on following principles:

- i. The fault is to be described as internal and external fault. The internal fault is associated with battery system where as external fault is for distribution system. In the external fault, the system shall recover automatically from fault condition when healthy condition detected.
- ii. The protective device closest to fault shall clear the fault without damaging other part of the system.
- iii. Lightning protection system shall be provided to protect the whole BESS system from of lightning.

Protection system supplied by contractor shall include all the required components such as relay, contactors and switches, for operation of BESS, which may or may not be specified in this tender specification.

The requirements of AC/DC protection system are listed below:

AC Protection	DC Protection
AC under/over voltage	DC under/over voltage

Over current protection	DC over current relay
Earth fault protection	Ground fault protection
Breaker failure protection	Breaker failure protection
Transient/surge protection	Transient/surge protection
Synchronization check for relay	Synchronization check for relay if any

H.4 PROTECTION FOR TEMPERATURE RISE:

The contractor shall design a protection system to protect from abnormal temperature rise (above 55°C) in the battery modules/cells, PCS or any other component of the BESS, due to short circuit in any part of the system, failure in temperature controller or sensors or any other internal/external fault.

H.5 PROTECTION FOR SPILLAGE:

Protection shall be provided for electrolyte spills that are related with the type of electrolyte used. It shall have feature to prevent the discharging of electrolyte to nearby installation site.

H.6 EMERGENCY STOP:

There should be provision of manual and remote disconnection of the BESS from SCCL distribution network system if;

- a. Protection system failure is detected during self-diagnosis, health check up.
- b. Breaker trip coils or interrupting device fails
- c. DC supply is lost

H.7 DISPOSAL OF BATTERIES:

Once a storage device has reached the end of its useful life or failed during O&M, disposal of the batteries is to be done by the contractor with prior approval of SCCL by submitting their disposal plan as per E-waste (management) rules-2016 Ministry of Environment, Forest and Climate. The batteries should be in completely discharged condition prior to their disposal. The DC connection terminals of the batteries must be insulated with electric tape to prevent accidental contacts.

H.8 TOXIC MATERIALS:

If any toxic substance can be emitted from the equipment during a failure, fire, or emergency or protective operation, description of the toxic nature of the substances as well as treatment for exposure to it shall be included in the O&M manual. Their treatment and disposal shall be in accordance with the New Hazardous Waste Management Rules 2016 notified by the Government of India.

I. DETAILED SCOPE OF WORK:

A. ERECTION AND COMMISSIONING:

Site survey, planning, design, engineering, transportation to site, insurance, supply at site, un-loading, handling, installation, integration, testing, commissioning & demonstration for acceptance of all equipment/materials and miscellaneous item required to complete the BESS installation, which includes (but not limited to) the following:

Battery packs, Power conditioning system, Air conditioning (AC) system, Fire-fighting system, system hardware, measurement & control device and other associated items

necessary for trouble free operation and maintenance of whole system. Containers, structures, earthing design, and battery modules inter-connection.

Power Conditioning System (PCS) with monitoring & control related equipment.

- a. Appropriate protection and safety features.
- b. Fire-fighting and fire detection systems.

B. INSTALLATION AND COMMISSIONING OF BESS THAT INCLUDES:

- a. Special care to be taken while designing the system against the heavy rainfall, strong winds, temperature difference and earthquakes .
- b. Documentation and Training.
- c. Undertake Pre-commissioning and Commissioning of all supplied equipment.
 - I. Trail run of the SCCL grid-connected BESS facility including battery operation trials at Site, prior to handover.
 - II. Installation of appropriate measurement and control devices at required location, with submission of drawings - approved prior to commencement of work on Site.
 - III. Commissioning/operational acceptance certificate will be issued by conducting relevant BESS Performance guarantee tests after successful completion of one month operation.
- d. Submission of following document also must be included:
 - Detailed Battery & BMS schemes, logic diagrams, Architecture
 - Battery system sizing calculation for all different functions
 - EMS control logic diagram, schemes, architecture
 - Design Philosophy of whole system
 - Submission of Simulated study of BESS with PV plant for all possible operating conditions.
 - Earthing design and ventilation design calculation along with all associated civil design report for BESS
 - Detailed Installation and O&M Manuals (02 copies) of every equipment.
 - Document on Safety hazard to environment and personnel and procedure of safe disposal/handling

B.1. EQUIPMENT WARRANTIES:

1. Batteries shall be warranted for minimum of 5 (Five) years against all material/manufacturing defects and workmanship. If any defect is noticed in the battery during the warranty period, it must be replaced with a new battery on free of cost. It is in the scope of contractor only. The Battery should be having Primary cells only and no second life batteries are allowed.
2. The complete Power Conditioning System shall be warranted for minimum of 5 (five) years against all material/manufacturing defects and workmanship.
3. The DC & AC Cables, Instrumentation and Communication Cables shall be warranted for minimum of 1 (one) year against all material/manufacturing defects and workmanship.
4. Distribution panels (ACDB and DCDB) for auxiliary power supply shall be warranted for minimum of 1 (one) year against all material/manufacturing defects and workmanship.
5. Air conditioning (AC) system, Fire-fighting system, system hardware, display units, Cameras shall be warranted for minimum of 1 (one) year against all material/manufacturing defects and workmanship.
6. SCADA shall be warranted for minimum of 10 (Ten) years against software defects and workmanship.

7. The successful bidder should submit all test and warranty certificates (3 copies) of components/accessories of BESS.

C. SYSTEM TESTING:

C.1. FACTORY ACCEPTANCE TEST (FAT):

The Contractor shall develop and submit to the Employer for its review and approval a comprehensive FAT plan that shall demonstrate that the BESS will meet the requirements of the specification. The Employer shall have the right to request reasonable changes to the test plan.

Where full-scale testing of larger systems at the factory may be difficult or impossible due to the large system, the FAT shall be carried out at a subsystem or module level and shall consist of tests of 100% of the subsystems or modules that comprise the complete BESS, to the extent possible. In the FAT plan, the Contractor shall clearly state what is being tested and shall fully explain any features or functions of the fully assembled BESS that would not be fully tested in the reduced-scale testing proposed. In such a case, the SAT plan shall further describe how the tests that could not be carried out in the factory will instead be carried out at the site.

C.2. FACTORY INTEGRATION TESTING (FIT):

The contractor shall carry out Factory Integration Testing (FIT) is to deliver a mostly assembled and tested BESS to site, requiring minimum site assembly and site testing. Testing will involve the integration of the complete BESS (BESS + PCS) in addition to interfacing to the Contractor's EMS. FIT testing of a single lineup (EMS + PCS + BESS containers).

The FIT is to be performed immediately after the FAT. Factory Integration Test Procedures shall be provided by the manufacturer or client input in advance of the commencement of the tests. Test results shall be documented by the Contractor.

The Contractor shall advise if there are any training requirements for SCCL representatives and must be completed prior to the FIT testing.

SCCL representatives shall witness FAT & FIT tests, unless Otherwise specified in writing to proceed for carrying out the tests in the absence of SCCL representatives .

Testing facility should have the provision for conducting simulation of actual operating conditions. The testing bay will have sufficient capabilities for all tests including a three phase, 50 Hz power source suitable for the functional tests, as well as adequate control power.

C.3. SITE ACCEPTANCE TEST (SAT):

The contractor shall submit a comprehensive plan for site acceptance test to SCCL for approval. SAT plan shall include procedures to test correct system responses, system disturbances and operating scenarios described in the specification.

The test shall include following procedure:

- a. Verification of sensors, metering and alarms
- b. Verification of all control functions including automatic, local and remote control
- c. Verification of the performance criteria

- d. Demonstration of all the intended applications
- e. Demonstration of grid interface protection & control system
- f. Verification of power quality parameters

C.4. PERFORMANCE GUARANTEE TEST:

The final acceptance test as to prove the Performance Guarantee shall be conducted at the Site by the Contractor in the presence of the Employer.

As per the provision of technical specification, the contractor shall conduct a performance guarantee test, which shall consist of the following:

a. ROUND TRIP AC-AC EFFICIENCY (RTE) TEST OF BESS:

Available/ Dispatchable/ Throughput energy shall be tested in accordance with the following procedure :

Measurement:

1. System shall be charged to the full available energy level. Subsequently, the BESS (appropriate modular sub-unit thereof) shall be discharged and charged at rated power between the lower and upper SOC* limit (as recommended by the OEM for current application). Power during charge and discharge shall be recorded at regular intervals of time documented by the OEM to provide a statistically valid resolution. The associated energy input (Ei), including all BESS functional, parasitic and auxiliary consumption and energy output (Eo) of the BESS shall be calculated from the recorded power. Discharged energy should be recorded as per the readings in the ABT Meter(s) at PCC or in between PCC & BESS PCS output.

* SOC recorded, shall be as reported by the Battery Management System.

The above process shall be repeated multiple times, with minimum rest period between charging and discharging, if so recommended, so as to record data for a specified no. of cycles (n). The reference performance test value for stored energy shall be calculated as the mean of the values of Eo and Ei as measured for discharge and charge respectively.

The procedure shall be repeated (one cycle each) with power levels at 75%, 50%, and 25% of rated power and documented.

2. Round-trip energy efficiency (RtE, η) shall be determined as a function of the charge and discharge power and calculated using the following formula:

$$\eta_p = \frac{\sum E_o}{\sum E_i}$$

where,

$\sum E_i$ is the sum of Energy input to the BESS over n cycles

$\sum E_o$ is the sum of Energy output from the BESS over n cycles η_p is the Round Trip Efficiency at charge/discharge Power, P (expressed as a percentage of rated power)

Eo and Ei shall be determined as per point 1. above.

Criterion: η_p , as determined through the process described above shall be >80% at the time of commissioning.

Note: The tests are intended to be carried out over a continuous period. The value of n shall be at least 3 for 100% rated Power and 1 for 25%, 50% and 75% of rated power.

b. CAPACITY TESTING:

This test shall be carried out to demonstrate the Rated kW and kWh Capacity of BESS at the point of common connection (PCC) outgoing feeder to BESS, during PG test. The capacity testing of the BESS system shall be conducted for a period of around 3 days with one complete charge and discharge cycle per day as per the procedure approved during detailed engineering.

Rated energy (kWh) capacity test shall be done at rated kW continuous charging and discharging power. The BESS system shall be discharged to its minimum available energy level (design DOD level), and then the BESS shall be charged at rated power to its full available energy level (upper design SOC level). After charging, the BESS shall be discharged at the rated power to the minimum available energy level (design DOD level). During capacity testing, the BESS operating power factor shall be kept at unity. Minimum of one complete charging and the discharging cycle need to be successfully completed.

All required and important measurement parameters such as active power, reactive power, energy, current, voltage, battery SOC, battery DOD, reference power etc. shall be recorded in the EMS SCADA system during entire test periods. During the BESS capacity test, the operating SOC range/window (BESS design lower SOC level to design upper SOC level) shall be recorded. Bidder needs to ensure that during normal operation of the BESS plant, the same BESS SOC range/window with rated kWh discharge capability shall be available for solar plant generation smoothening purposes. Deviation, if any, shall be reported with proper justification.

If the measured kW and kWh capacity is lower than the required value, in that case the bidder needs to install additional battery bank or take the necessary corrective action to make the required rated kW and kWh of the BESS plant. In that case, the kW and kWh Capacity tests shall be repeated. The PG test shall be declared successful only after proving the rated minimum kW and kWh capacity of BESS as specified in the Technical Specifications for Battery Energy Storage System.

D. OPERATION AND MAINTENANCE:

Comprehensive Operation & Maintenance of the BESS shall be with the Contractor, after commissioning/operational acceptance of the plant till final acceptance or culmination of the O&M period, whichever is later, shall include deployment of engineering personnel/technicians. To provide a detailed training plan for all O&M procedures to SCCL nominated staff, which shall have prior approval from the SCCL. Employ and coordinate the training of contractors' personnel who will be qualified and experienced to operate and monitor the facility and to coordinate operations of the facility with the grid system.

To maintain accurate and up-to-date operating logs, records and monthly Operation & Maintenance reports at the facility. Contractor shall keep the measured daily data at regular intervals and provide the same to SCCL in electronic form, compatible in CSV format. The right to use the data shall remain with the SCCL.

- a. The successful bidder is responsible for comprehensive O&M for a period of 10 (Ten) years from the date of issue of commissioning/operational acceptance certificate by SCCL.

- b. The operation & maintenance of the BESS would include wear, tear, overhauling, insurance, and replacement of defective batteries, PCSs, ABT & its accessories, spares, consumables, AC inside cabinet, other parts etc. required for smooth functioning of BESS for a period of ten years.
- c. All the insurance cover taken for the construction and O&M period shall be seamless in nature & preferably taken from the same insurance company. The insurance is to be suitably taken for the activity/ act which is required to cover all the risks associated to the activity / act. The Contractor shall be responsible to take suitable insurance till the completion of the O&M contract and indemnify the Employer / Owner from all associated risks whatsoever.
- d. Monitoring of BESS performance and supply of all technical, production/operation data and information and making it available as and when required.
- e. Carryout preventive maintenance of each and every component of the BESS as per OEM guidelines and shall provide the required manpower, materials, consumables, components or equipment etc at regular intervals and the same should be recorded in the formats approved by OEM/SCCL.
- f. Carry out maintenance activities as a result of sudden failure/breakdown of any particular component or equipment. The successful bidder shall be responsible to carry out breakdown maintenance of each and every component of the BESS and shall provide the required manpower, materials, consumables, components or equipment etc. for breakdown maintenance at his own cost irrespective of the reasons of the breakdown/failure and the same should be recorded in the formats approved by SCCL.
- g. To carry out periodic overhauls or maintenance required as per the commendations of the original equipment manufacturer (OEM) and to furnish all such periodic maintenance schedules at the time of plant commissioning/start of O&M contract.
- h. All the standard maintenance procedures/checklists/norms of shall be submitted by the contractor and get it approved by the SCCL and shall be followed by the contractor religiously.
- i. If any defect is noticed in the battery during the O&M period, it must be replaced with a new battery on free of cost. It is in the scope of contractor only.
- j. Any other maintenance works which are not mentioned here but required for safe and reliable operation of the system should be done by the contractor.
- k. All the equipment required for Testing, Commissioning and O&M for the healthy operation of the Plant must be calibrated, time to time, from the NABL accredited labs and the certificate of calibration must be provided prior to its deployment.
- i. The Contractor shall ensure that all safety measures are taken at the site to avoid accidents to his or his sub-contractor or Employer's Workmen. This will include procurement of all safety gadgets during Construction and O&M period including but not limited to, rubber mats of appropriate grade, PPE, rubber gloves and shoes etc.

ANNUAL CAPACITY TEST AND ANNUAL AVAILABILITY DURING O&M AND LIQUIDATED DAMAGES DURING O&M PERIOD.

a. ANNUAL CAPACITY TEST:

This test shall be carried out at the end of each O&M year (mutually agreed date) to demonstrate the Rated kWh Capacity of BESS at the point of common connection (PCC) outgoing feeder to BESS. The capacity testing of the BESS system shall be conducted for a period of around 3 days with one complete charge and discharge cycle per day as per the

procedure approved during detailed engineering Rated energy (kWh) capacity test shall be done at rated kW continuous charging and discharging power. The BESS system shall be discharged to its minimum available energy level (design DOD level), and then the BESS shall be charged at rated power to its full available energy level (upper design SOC level). After charging, the BESS shall be discharged at the rated power to the minimum available energy level (design DOD level). During capacity testing, the BESS operating power factor shall be kept at unity. Minimum of one complete charging and the discharging cycle need to be successfully completed.

All required and important measurement parameters such as active power, reactive power, energy, current, voltage, battery SOC, battery DOD, reference power etc. shall be recorded in the EMS SCADA system during entire test periods. During the BESS capacity test, the operating SOC range/window (BESS design lower SOC level to design upper SOC level) shall be recorded. Bidder needs to ensure that during normal operation of the BESS plant, the same BESS SOC range/window with rated kWh discharge capability shall be available for solar plant generation smoothening purposes. Deviation, if any, shall be reported with proper justification.

Any shortfall in measured kWh capacity from rated kWh capacity shall be liable to levy of Liquidated damages as specified below. If the measured kWh capacity is lower than the required value, in that case the bidder needs to install additional battery bank or take the necessary corrective action to make the required rated kWh of the BESS plant. In that case, the kWh Capacity tests shall be repeated. At the end of final O&M year, the BESS plant shall have a minimum of the rated capacity mentioned under Technical Specifications for Battery Energy Storage System. The Bidder needs to maintain all required spares in sufficient quantity to build up the required BESS rated kWh capacity within the shortest possible time. Bidder to use software such as asset management/predictive analysis solution, etc. to achieve the required plant performance by advance planning and scheduling for maintenance/corrective action.

LD for shortfall in Capacity during Annual Capacity Test:

The Annual LD amount for the shortfall capacity (Rated project kWh Capacity – kWh capacity as per annual capacity test) is shall be multiplied by 365 days and cost per unit.

eg: If the shortfall of capacity is 6 kWh during 1st year of O&M, the applicable LD

LD for capacity shortfall for the O&M year in lakhs of INR = 6 x 365 x 8 = 0.175 Lakh

b. BESS ANNUAL AVAILABILITY:

- i. The Contractor shall maintain all BESS equipment to ensure Annual Equipment Availability not less than 95%. Equipment Availability includes the availability of Batteries, Battery Management System (BMS), Power Conversion System (PCS), BESS Transformer(s), Energy Management System (EMS) as well as the power evacuation system for BESS up to PCC.
- ii. BESS Equipment Availability is the percentage of hours that the BESS is available during the year. The availability guarantee shall be calculated on annual basis from the date of operational acceptance of the plant till the end of O&M period. BESS annual equipment availability shall be calculated as follows.

BESS availability (EA) = {1- Σ [Unavailability Duration (Hours)] x WeJ/ 8760 } x 100

Where,

We (Weightage) = (Outage Capacity/Rated Capacity), Where Outage and Rated Capacity shall be in Energy terms i.e. MWh. Rated Capacity in a given year shall correspond to the daily throughput capacity guarantee for the beginning of the year.

- A. Accountable BESS outages are outages caused or necessitated by the BESS equipment that result in reduced capacity or loss of essential function of the BESS. These outages may be initiated by failure of components, loss of battery capacity (to the extent that End of Battery Life is not reached), operation of protective devices, alarms, or manual action. Such outages include both forced outages due to equipment problems and scheduled outages for BESS maintenance.
- B. Accountable BESS outage duration is the elapsed time of accountable BESS outages from the instant the BESS experiences reduced capacity or is out of service to the instant it is returned to service or full capacity. If the BESS experiences reduced capacity but is determined by the Employer to be available for service, even if the Employer elects not to immediately return the equipment to full capacity, such time will be discounted from the outage duration.
- C. The Procurement specific nameplate ratings shall be as defined in Technical Specifications. The BESS shall be considered to be under an accountable outage if any of those ratings cannot be met. The BESS shall also be considered to be under an accountable outage if a scheduled (or required) charge cycle cannot be completed.
- D. The data required for assessment of the availability of the BESS shall be collected through the Plant's integrated SCADA system.
- E. Grid outage hours shall be subtracted from total no. of hours in the year.

LD for shortfall in Equipment Availability

If the annual equipment availability for BESS is less than 95% during any year, then Contractor shall compensate the Employer an amount calculated as per the following formula.

$$COM = \{(95-EA)/EA\} \times C \times E$$

where,

COM is Compensation payable to the Employer in rupees

EA is Annual BESS Equipment Availability (in%)

C is ₹8/kWh

E is the intended energy output from BESS in kWh during the respective year in 95% availability condition after considering any degradation.

c. LIQUIDATED DAMAGES FOR SHORTFALL IN ROUND-TRIP-EFFICIENCY :

If the annual Round-trip-Efficiency for BESS is less than committed value during any year, then Contractor shall compensate the Employer an amount calculated as per the following formula

$$COM(RTE) = (80\%-RTE \text{ actual}) \times \text{Energy input to the BESS} \times C$$

where,

COM is Compensation payable to the Employer in Indian rupees

RTE actual is Annual BESS Round-trip-Efficiency achieved(%)
Energy input to the BESS is sum of Energy input to the BESS over n cycles in a year (kWh)
C is INR 8/kWh

Recovery of Compensation:

The above compensations shall be deducted from Contract Performance Security (CPS) submitted by the developer / from any charges payable to contractor.

E. SPECIAL TOOLS AND MANDATORY SPARES:

Contractor shall provide all the mandatory spares along with special tools and tackles for operation and maintenance of the BESS. They shall be in custody of the contractor in healthy condition during complete O&M period. Contractor shall use these spares, replenish the spare(s) of the matching quality, quantity, and rating within shortest possible time. The contractor has to handover the same to SCCL after completion of O&M period.

F. GUARANTEE/WARRANTEE:

DEFECT LIABILITY PERIOD (DLP) in relation to scope of work means 12 (Twelve) months from the date of Operation acceptance during which the Contractor stands responsible for rectifying all defects/rejection that may appear in the works executed by the Contractor in pursuance of the Contract and includes warranties against Manufacturing/Fabrication/ Erection/Construction defects covering all materials plants, equipment, components and the like supplied by the Contractor, works executed against workmanship defects. The overall DLP should stand valid for a period of 12 (Twelve) Months from the date of Operational Acceptance. However, Contractor needs to ensure following Guarantees/ Warrantees to the best possible extent for the successful execution of the Contract. Subsequently, necessary Guarantee/Warranty Certificate shall be produced by the Contractor prior to Operational Acceptance of the Facility.

Contractor should guarantee the Plant facility for the workmanship for a period of 10 (Ten) years from the date of Operational Acceptance:

1. The Contractor must ensure that the goods supplied under the Contract are new, unused and of most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
2. The Contractor shall transfer the warranty/guarantees of the equipment as such from the OEM/Supplier in the name of the SCCL
3. The period of the warranty/guarantee for each equipment shall be as per the "Technical Specifications".
4. During the period of Warranty/Guarantee the Contractor shall remain liable to replace any defective parts, that becomes defective in the plant, of its own manufacture or that of its sub-Contractors, under the conditions provided for by the Contract under and arising solely from faulty design, materials or workmanship, provided such defective parts are not repairable at Site. After replacement, the Contractor is allowed to take back the defective parts to its works at his expenses.
5. At the end of warranty/guarantee period, the Contractor's liability shall cease subjected to fulfillment of its liability under Defect Liability Period. In respect of goods not mentioned for the warranty/guarantee below, the SCCL shall be entitled to the benefit of such guarantee given to the Contractor by the original Supplier or manufacturer of such goods.
6. During the Comprehensive Operation & Maintenance period, the Contractor shall be

responsible for any defects in the work due to faulty workmanship or due to use of sub-standard materials in the work. Any defects in the work during the guarantee period shall therefore, be rectified by the Contractor without any extra cost to the SCCL within a reasonable time as may be considered from the date of receipt of such intimation from the SCCL failing which the SCCL reserves the right to take up rectification work at the risk and cost of the Contractor.

7. The Defect Liability Period shall be of twelve (12) months from the date of Operation Acceptance, during which the Contractor must repair any defect identified by the Project O&M Manager/O&M Engineer after commissioning of the Plant. All the expenses to repair the defects shall be borne by the contractor and no additional cost charged to the SCCL.
8. If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Plant and Equipment supplied or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the SCCL regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good (as the Contractor shall, at its discretion, determine) such defect as well as any damage to the Facilities caused by such defect.

G. Other terms & Conditions (Scope of Works):

The following are under the scope of the contractor during installation and O&M period:

- Any permissions/approvals required for setting up of BESS from CEIG, State Govt., Central Govt., Pollution, Environment, Fire, TSTRANSCO/DISCOMs etc.
- Submission of as-built drawings, manuals, compliance of all safety rules and practices of SCCL and relevant provisions of applicable laws pertaining to the safety of workmen, employees, system and equipment as may be prescribed from time to time without any demur, protest or contest or reservation.
- Safety of all contract manpower shall be the sole responsibility of the contractor. In the event of any injury or loss of life to contractor's employees, SCCL will not be responsible for the same and entire responsibility lies with contractor. Contractor is liable to pay total compensation and all other incidental costs arising out of incident if any.
- In case of any damage caused to SCCL assets/equipments by contractor, cost of damage shall be recovered from RA bills or suitable action shall be taken by the company as deemed fit.
- Compliance of all statutory rules, regulation, and act in from time to time framed by the government such as Labour Laws, Factory's Act, Workmen's Compensation Act, Minimum Wages payment Act, Provident Fund Act, Payment of Bonus Act, Labour Law Act etc... as applicable in respect of employees engaged by him for the work and shall have to maintain necessary records. In case any amount becomes due to be payable by him to his employees or to the Government under the above rules, regulation, Acts then SCCL reserves the right to recover the same from them and pay to the concerned.
- Routine Maintenance, Preventive Maintenance, Predictive maintenance and Breakdown maintenance be carried out for all the equipment.
- Provision all PPEs to their whole team members as per existing norms of Factory Act.
- Participant should deploy company certified & well-trained service engineer dedicated for SCCL continuously up to the end of O&M period (Payment to the service engineer is in the scope of contractor).
- Individual SCADA system will be established by the contractor.

- The Contractor shall supply & deliver all equipment and materials for installation at site. The Contractor shall arrange for transportation, loading & unloading, local sifting, Erection all risks (EAR) insurance and safe storage of materials at project site at his own cost & risk.
- During the Contract period including O&M period, i.e., during Construction & O&M period, all insurance related expenses shall be borne by the Contractor. The goods supplied under the Contract shall be fully insured against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in such a manner that Owner shall not incur any financial loss, as long as the plant continues to remain under the custody of the Contractor. During O&M period also (after the Construction period is over), the insurances shall be in the scope of the Contractor

SCCL's Scope:

- To provide generation details of solar plant and consumption details
- To provide SCCL network schematic drawing.
- To provide land at free of cost for installation of BESS.
- Necessary Power supply arrangements if required (at the time of commissioning of BESS) at free of cost.
- Providing space in existing MCR to establish control centre at free of cost.

H. Other Terms and Conditions:

- In case of any conflict relating to the meaning of terms and conditions of this work order, specification and instructions mentioned herein and as quality of work, decision of SCCL shall be final and conclusive and binding on the contractor. All statutory compliances from CEIG (TS), CEAR -2010, Electricity Act -2003, Factory Act and labour laws should be strictly complied by contractor. The contractor/his personnel shall be responsible for keeping the entire area allotted to him in clean and free from rubbish debris etc.
- The Contractor must ensure that the goods supplied under the Contract are new, unused and of most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
- The Contractor shall transfer the warranty/ guarantees of the equipment as such from the OEM/ supplier in the name of the owner. The period of the warranty / guarantee for each equipment shall be as per the "Technical Specifications"
- During the period of Warranty / Guarantee the Contractor shall remain liable to replace any defective parts, that becomes defective in the plant, of its own manufacture or that of its sub-Contractors, under the conditions provided for by the Contract under and arising solely from faulty design, materials or workmanship, provided such defective parts are not repairable at Site. After replacement, the Contractor is allowed to take back the defective parts to its works at his expenses.
- In respect of goods not mentioned for the warranty/ guarantee in "Technical Specifications", the owner shall be entitled to the benefit of such guarantee given to the Contractor by the original Supplier or manufacturer of such goods.
- During the Comprehensive Operation & Maintenance period, the Contractor shall be responsible for any defects in the work due to faulty workmanship or due to use of sub-standard materials in the work. Any defects in the work during the guarantee period shall therefore, be rectified by the Contractor without any extra cost to the Owner within a reasonable time as may be considered from the date of receipt of such intimation from the Owner failing which the Owner reserves the right to take up rectification work at the risk and cost of the Contractor.

I. Software Licenses:

The Contractor shall provide software license for all software being used in Contractor's System. The software licenses shall be provided for the project (e.g., organization or site license) and shall not be hardware/machine specific. That is, if any hardware/machine is upgraded or changed, the same license shall hold good, and it shall not be necessary for Employer to seek a new license/renew license due to up gradation/change of hardware/machine in Contractor's System at site. All licenses shall be valid for at least 15 years. Contractor shall provide minimum 6 no. of licenses for remote monitoring (Concurrent viewing of data at 6 different locations authorized with user ID/ Password) of the essential parameters of BESS plant on the web using popular web browser without requirement of additional software. User ID and password for remote view can only be changed by SCADA Administrator. Also, it shall be possible to download reports from a remote web-client in Excel format.

J. Earthing and Lightning Surge Protection :

The container body shall be earthed properly through a minimum of two distinct earth connections as per relevant standards. All the electrical equipment in BESS including battery banks, PCS, BMS and EMS panels, Electrical JBs, Lighting panels and fixtures etc. shall be earthed as per relevant standards. Suitable lightning/surge protection shall be provided wherever required.

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

Format of Letter of Bid (LOB)

LETTER HEAD OF BIDDER

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

Sub Design, Engineering, Supply, Packing and Forwarding, Transportation, Unloading, Storage, Installation, Testing and Commissioning of “**Grid connected Battery Energy Storage System (BESS) of Capacity 1MW/ 2.50MWh**” at 28MW Solar Power Plant, Mandamarri, Mancheri Dist., Telangana State including 10 (Ten) years of comprehensive O&M– Reg.

Enquiry No: E0124O0043 Dt: 18.05.2024

Dear Sirs,

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

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

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

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

Yours faithfully,

(Signature of Bidder with Office seal)

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

ANNEXURE - IV

Sub: Design, Engineering, Supply, Packing and Forwarding, Transportation, Unloading, Storage, Installation, Testing and Commissioning of “**Grid connected Battery Energy Storage System (BESS) of Capacity 1MW/ 2.50MWh**” at 28MW Solar Power Plant, Mandamarri, Mancherla Dist., Telangana State including 10 (Ten) years of comprehensive O&M– Reg.

Enquiry No: E0124O0043 Dt: 18.05.2024

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

SI No	Commercial Terms of NIT	Acceptance of Bidder
1	Instructions to Bidder (Submission/Evaluation of Bid, etc)	Accepted
2	Bid Validity	Accepted
3	Prices are 'Firm' on FOR Destination/ FOB basis	Accepted
4	Submission of Import Document in case of Import & Supply by Agent	Accepted
5	Submission of tax invoice	Accepted
6	Applicable Taxes & Duties	Accepted
7	Consignee/Destination Point	Accepted
8	Delivery	Accepted
9	Payment Terms	Accepted
10	Packing	Accepted
11	Liquidated Damages	Accepted
12	Risk Purchase	Accepted
13	Force Majeure	Accepted
14	Guarantee / Warranty as per Technical specifications of NIT	Accepted
15	Performance Bank Guarantee as per NIT	Accepted
16	Currency of Bid	Accepted
17	Price Fall clause	Accepted
18	General Terms and Conditions	Accepted
19	Civil court clause.	Accepted

Signature of the Bidder

Seal of the Firm

THE SINGARENI COLLIERIES COMPANY LIMITEDOTHER COMMERCIAL INFORMATION

Sub: Design, Engineering, Supply, Packing and Forwarding, Transportation, Unloading, Storage, Installation, Testing and Commissioning of “ Grid connected Battery Energy Storage System (BESS) of Capacity 1MW/ 2.50MWh ” at 28MW Solar Power Plant, Mandamarri, Mancherla Dist., Telangana State including 10 (Ten) years of comprehensive O&M– Reg.		
Enquiry No: E0124O0043 Dt: 18.05.2024		
SI No	Particulars	Details
1	Details of EMD (if applicable)	
2	Proof of being Manufacturer (for tendered item)	
3	Type of Registration (SSI/NSIC/DGS&D etc.)	
(a)	Document reference no. & date	
(b)	Issued by	
(c)	Registration Number	
(d)	Name of the Registering Authority.	
4	Validity of offer (180 Days From date of Opening of Techno-Commercial Bid)	
5	GST Details	
(a)	GSTIN	
(b)	Rate of GST	As quoted in Price Bid
6	Packing & Forwarding Charges (Inclusive/Extra- Rate in % to be indicated)	As quoted in Price Bid
7	Freight & Insurance charges (Inclusive/Extra -Rate in % to be indicated)	As quoted in Price Bid
8	PAN NO	
9	Payment details (for EFT)	
(a)	Account Name	
(b)	Banker's Name	
(c)	Branch	
(d)	Address, City/Town, District, State	
(e)	Account type	
(f)	A/c No & EFT No	
(g)	IFSC Code	
10	MSME (Applicable/Not Applicable)	
(a)	If applicable, indicate Registration No. & Registering Authority	
11	Vendor Code of the bidder (if registered in SCCL)	
12	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 / Commercial stage are only considered for evaluation.

DECLARATION CERTIFICATE

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

i) I/WePartner/Legal Attorney/Proprietor / Accredited Representative of M/s..... declare that we are submitting our tender for the supply of materials vide our offer No..... dated

ii) The contents of the offer given after fully understanding and all information furnished by me / us are correct and true and complete in every respect.

iii) All documents/credentials submitted along with the tender are genuine, authentic, true and valid.

iv) If any information or document submitted is found to be false / incorrect, the said offer shall be considered absolutely null & void and action as deemed fit may be taken against me / us including termination of the contract, forfeiture of all dues including EMD/Security Deposit and blacklisting of my / our firm and all partners of the firm as per provisions of Law.”

Date:

Signature of the Tenderer

Place:

Seal of the Firm

NON-BANNING OR DELISTING CERTIFICATE

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

Date:

Signature of the Tenderer

Place:

Seal of the Firm

PERFORMANCE BANK GUARANTEE

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

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

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

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

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

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

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

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

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

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

Note: The claim period for the BG shall be 12 months from the date of expiry of BG.

Contact details of the Banker:

Postal Address:

Phone & Fax Number:

Mail-Id :

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

List of documents to be up loaded

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