



THE SINGARENI COLLIERIES COMPANY LIMITED
(A GOVERNMENT COMPANY)
HYDERABAD PURCHASE DEPARTMENT
TELANGANA (STATE)

CIN:U10102TG1920SGC000571
e-mail.ID:pd_hyd@scclmines.com.
Company Web site: www.scclmines.com

SCCL GST No : 36AAACT8873F1Z1

NOTICE INVITING TENDER

Sub: Hiring of manpower to work as Video News Editor & Graphic Designer at Public Relations & Communication Dept, Hyderabad for a period of two years – Reg.

Enquiry No:	HY124O0181
Enquiry Date:	03.09.2024
Mode of Enquiry	Open Enquiry
Number of Sources	Single
Due Date & Time for submission of Tenders	23.09.2024 before 3.00 PM
Due Date & Time for opening of Tenders	23.09.2024 after 03.00 PM
Mode of Tendering	Single Cover

1. Tenders are invited from Contractors for a period of two years and the period of contract may be extended for another six months period based on satisfactory performance of the work, as per company requirement.
2. **Experience:** The Agency should have minimum 3 years of experience in last 5 completed financial years (2019-20 to 2023-24) in supply of hiring of manpower in SCCL / CIL / Any Government / PSU / or any other Private Firms. The firm should submit relevant documents in proof to that effect.
3. **Annual Turnover:** The Agency should have minimum turnover of Rs.8.50 lakhs per each year during the last three completed financial years i.e., for the years 2021-22 to 2023-24 and submit certificate by Chartered Account.
4. **EMD Applicable:** The approximate value of the enquiry is Rs.17.37 lakhs. Bidder shall submit bids with EMD of Rs.18,000.00 (Rupees eighteen thousand only) and the EMD in original in the form of Demand Draft is to be submitted to Singareni Collieries Company Limited payable at Hyderabad.

5. Evaluation Criteria: The Successful Bidder in Technically acceptable firms will be selected through a lottery system to be drawn at O/o GM (CDN) in presence of representatives of Finance & Purchase Departments.
6. Scope of work: Hiring of manpower for operating in house video cameras, Singareni Sravanthi & YouTube videos editing, still cameras and maintaining video library. These works are to be continued without any break as they are regular, day to day activities of PR & Communications Dept.
7. **Other Terms and Conditions:**
 - a) The payment of minimum wages to the workmen will have to be made through banks. After releasing the first month bill, the contractor has to remit the wages into the respective bank accounts of all the labour engaged by him on the work. For releasing payments of work done for the subsequent months. The contractor has to produce proof of having remitted the previous months wages in to the respective bank accounts of labour engaged by him.
 - b) The wages of the employees shall be paid before the expiry of the 07th day of every month after last day of the wage period in respect of which wages are payable.
 - c) The Agency shall observe and follow all the rules and regulations of the a) Labour Contract (Regulation and Abolition) Act, 1970 & 1971 b) Employees' Provident Funds and Miscellaneous Provisions Act, 1952 and rules thus amended from time to time and further undertake to indemnify SCCL from all liabilities under the said Act.
 - d) The Agency shall replace any personnel whose performance, manners and efficiency are found to be unsatisfactory as ordered by the SCCL. No residential accommodation and transportation etc., will be provided by the Department.
 - e) The Agency, while quoting the rate shall take into account i.e., GST minimum wages as per GOs issued by Government from time to time, allowances and all other liabilities as per the labour Rules amended from time to time. No claim whatsoever for any extra payment will be entertained at a later date. The Agency is solely responsible for any sort of legal complications whatsoever in this regard. The Agency at a later date shall not make any pleas of ignorance of relevant laws and shall not blame SCCL for any such ignorance on their part. All the statutory taxes such as Sales Tax, Reliever Charges. Weekly off charges etc., must be borne by the agency and their rates applicable shall be as per government orders /amendments issued from time to time.
 - f) Minimum Wages of labour considered as per Government notifications issued from time to time.
 - g) Minimum Wages as declared by Government from time to time are paid to the labour by the Agency. Any enhancement to Minimum Wages by Government of Telangana/Govt.of India during the subsistence of the Contract and its extended period will be reimbursed by the Company for Labour component only.
 - h) Payment of Bonus under payment of Bonus Act 1965 to contract workers engaged on outsourcing activities through Contractors/Agencies in SCCL @ 8.33% (Circular No. CRP/PER/IR/C/85/587, dt. 08.05.2018).

- i) Every month, the agency has to produce proof duly showing the remittance of PE, ESI, GST, Bonus etc as per the rules and shall pay the minimum wages as per the Minimum Wages Act. Only after production of proof of remittance of all statutory deductions as per Rules of previous month, the bills for succeeding month will be cleared.
- j) The payment of Minimum Wages will have to be made to workmen through Banks only. After releasing the first month's bill, the contractor has to remit the wages into the respective Bank accounts of the labour engaged by him on the work. For releasing the payments of work done for the subsequent months, the Agency have to produce proof of having remitted the previous months wages into the respective Bank accounts of the labour engaged by him.
- k) If any legal complication arises at any time on payment of wages under the Rules and Acts in force, it is the entire liability and responsibility of the Agency and the SCCL is in no way concerned and responsible.
- l) The SCCL reserves the right to accept/reject any of the offers of any/all the agencies without assigning any reasons thereof. The decision of the SCCL will be final. The SCCL reserves the right to allot the work to one agency or to more than one agency as per the discretion of the authority.
- m) The written agreement to be entered into between the Agency and SCCL shall be the foundation of the rights of both the parties and contract shall not be deemed to be completed, until the agreement has first been signed by the Agency and then by the proper officer authorized to enter into contract on behalf of SCCL and a Non Judicial stamp paper of worth Rs.100/- shall be submitted by the agency on receipt of order for the same.
- n) No part of the contract shall subject to any change whatsoever without written permission of GM(CDN), SCCL nor shall transfer be made by power of attorney, authorizing others to receive payment on the agency's behalf. The agency shall not sublet either whole or in party to any agency.
- o) Even though the Agency meets the above qualification criteria, they are subjected to be disqualified if they made misleading of false representation in the forms, statement and attachments submitted in proof of the qualification requirement and/or record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history of financial failure etc.,
- p) All necessary records shall be maintained by the contractor with regard to engagement of labour, payment of wages, EPF, ESI, Bonus etc to be submitted on demand to Administrative Manager/SCCL.
- q) No advance payment shall be made.
- r) The contractor will not engage child labour and also agree for permitting the labour weekly off.
- s) The Contractor shall not involve in or cause strike and obstruction of work either directly or indirectly. The contractor will be debarred for a period of 2 (two) years in addition to termination of the contract and forfeiture of security deposit amount if the agency if the agency found their involvement.

- t) The contractor shall abide all the above stipulated terms and conditions as laid in the Tender Schedule.
- u) **Payments:**
- i) Payments will be made once in a month on submission of bills, with a certificate of satisfactory performance issued by the officer-in-charge duly deducting statutory taxes levied by State/Central/Local bodies etc., from time to time.
 - ii) The Successful Tenderer should follow all the Labour Legislations statutory provisions as per applicability and as amended from time to time including the minimum wages act. Only after production of proof of remittance of all statutory deductions of previous month, the bills for succeeding month will be cleared.
 - iii) To avoid inconvenience in production of current month's documents mentioned above, first month bill shall be released without production of these documents and subsequent month's bills shall be released only on production of the said documents pertaining to previous month. For setting the final bill, the month document shall be enclosed.
 - iv) If any legal complication arises at any time on payment of wages under the Rules and Acts in force, it is the entire liability and responsibility of the successful Tenderer and the SCCL is in no way concerned and responsible.
- v) **Penalties:** If the success tenderer fails to provide the STAFF/PERSONS on any day part or full as specified above a penalty of amount which is equivalent to proportionate amount payable per day or the amount paid to the other agency for providing of alternate STAFF/PERSONS, whichever is more shall be deducted from the contractor's monthly bill towards penalty per day for non deployment of STAFF/PERSONS.
- w) **PRICING TERMS AND CONDITIONS:**
- (i) The minimum wages for hiring of Highly Skilled Person-2 nos. are calculated as per circular no.CRP/PER/IR/M/361/666, dt.19.04.2024 issued by GM (Per) IR & PM and as furnished hereunder:

Sl. No.	Description	Highly Skilled for Area 'A'
1	Basic wages / person / day w.e.f.01.04.2024	1,028.00
2	EPF @13% on Basic Wages	133.64
3	ESI @3.25% on Basic Wages	33.41
4	Bonus @8.33% on basic Wages	85.63
5	Service Charges @10% on basic wages + Bonus	111.36
6	Total Wages / person / day	1,392.04
7	No of days for 2 years (@26 days/month/person)	1,248
10	Total Basic Wages	17,37,265.92
13	GST @18% extra as applicable	3,12,707.86
14	Landed cost	20,49,973.78
	Landed cost without ITC – ITC not applicable	20,49,973.78

The wages will be revised every six months i.e., and the revised wages will be implemented.

Note:

1. *There is no change in Service Charge (10%) Payment during the contract period.*
2. *As per applicable minimum wages from time to time, difference of minimum wages will be paid for wage component only for High Skilled person to be work in PR & Communications Department during the contract period.*
3. *Introduction of any new taxes, if any during the execution of the contract will be to the company's account.*

A. GENERAL INSTRUCTIONS:

1. Bidders are advised to carefully read this NIT Document. Towards acceptance of conditions in NIT, the tenderer is requested to sign on all pages of the Tender document towards their acceptance.
2. SCCL may solicit the bidders consent for extension of the period of validity of the bid and EMD. The request and the responses there to shall be made by letter, fax or e-mail. Bidders accepting the request are not permitted to modify the bid.
3. SCCL reserves the right to seek clarifications in respect of the bids/supporting documents etc. from the bidders by letter / e-mail / fax.
4. Sealed tenders with our enquiry number and date clearly marked on the cover can be dropped in the tender box in the Company Purchase office at Hyderabad or can be sent by post or courier before the due date and time. Fax quotations are not accepted. M/s. SCCL will not, in any way be responsible for any postal delay.
5. From 01.11.2020 onwards all the vendors whose turnover is more than Rs.10.00 crores or above in the financial years 2021-22, 2022-23 & 2023-24 have to submit e-invoice with QR code printed on it. If the turnover is less than Rs.10.00 crores the firm has to declare that we are exempted from e-invoicing requirement. Therefore, the said e-invoicing provisions are not applicable to our company. Towards this, the firm is required to submit undertaking detailed in "ANNEXURE" along with Invoice.

Bills will not be accepted without e-invoicing if the aggregate turnover in any of the three financial years 2021-22, 2022-23 & 2023-24 exceeds Rs.10.00 crores.

6. A) The terms and conditions of the tender are divided into two parts i.e. Part 'A' and Part 'B'.
 - a. Part 'A' contains technical & commercial terms and conditions.
 - b. Part 'B' contains price BID. (successful bidder shall be selected through draw system)

B) Submission of offers:

- i. The Tenderer shall submit bids in two parts i.e., TECHNICAL & COMMERCIAL BID AND PRICE BID in one sealed cover as detailed below, superscribing enquiry number, due date of opening of the tender and name & address of the Tenderer.

- Part 'A' shall contain copy of the whole tender document duly signed by the Tenderer in all the pages to indicate that the Tenderer has gone through the whole tender document, to acquaint himself with the work involved and accepting to all terms & conditions mentioned in the NIT. All the required details with supporting documents are to be submitted.
 - Part 'B' shall contain Annexure-I & II of NIT.
- ii. The above cover superscribing enquiry number, due date of opening of the tender and name & address of the Tenderer.

BOTH COVERS WILL BE OPENED ON SAME DAY.

7. **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.
8. **CORRESPONDENCE/DISPUTES DURING ENQUIRY STAGE:** Correspondence / disputes will be entertained before placing order and the decision of the SCCL shall be final. However In case of any un-resolved dispute or difference of opinion arising between SCCL and the successful tenderer in respect of manner of execution or anything connected with the work, not specifically provided for hereunder or in respect of meaning of any clause of the terms and conditions of Tender document shall be resolved by arbitration.
9. **EARNEST MONEY DEPOSIT (EMD):**

a. **Submission of EMD:**

The EMD shall be Rs.18,000.00 (Rupees eighteen thousand only).

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

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

b. Forfeiture of EMD:

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

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

10. OFFER VALIDITY:

Bidder shall keep the offer valid for a period of 120 days from the date of opening of the tenders. The offer with less validity period than stipulated is liable for rejection.

11. 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, SCCL ancillary unit. A copy of valid documentary proof shall be enclosed.
- d) Banker's Name and address together with Branch Code and IFSC/RTGS Code.
- e) GST registration and other details to the extent applicable along with documentary evidence.
- f) GST registration and other details to the extent applicable along with documentary evidence.

12. OTHER TERMS & CONDITIONS:

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.

- a) 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.
- b) 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.

- c) 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 **Workmen's Compensation Act** and any other Industrial legislation applicable from time to time in the State of TELANGANA providing for payment of compensation to workmen in the event of death, injury or accident to workmen in the course of or in connection with employment, such policy(ies) in-respect of Workmen Compensation, Insurance to be of value of not less than that of amount as per workmen 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.
- d) 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.
- e) 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 and assignment, 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.
13. **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.
14. **LAWS APPLICABLE:** The contract shall be governed by the Laws of Indian Union for the time being in force.
15. **CIVIL COURT PROCEEDINGS:** Normally all disputes should be settled by negotiations between the Company and the concerned parties. In case any dispute/difference is not settled through negotiations, the respective parties can seek remedy by the civil court proceedings by invoking the same within 120 days of dispute.

- (a) The Arbitrator(s) will be appointed to resolve the disputes between the parties. The Chairman & M.D. of the S.C.Co.Ltd, is having absolute power to appoint a single Arbitrator or more than one Arbitrator or to refer the dispute to the Institutional Arbitration at his discretion and his decision is final and binding on the parties. The appointed Arbitrator(s) / Institutional Arbitration should pass a reasoned award.
- (b) If any of the Arbitrators appointed by the Chairman & M.D. of the S.C.Co.Ltd., is unable to continue as an Arbitrator for any reasons whatsoever or if the Chairman & M.D. of the S.C.Co.Ltd., for the reasons to be recorded in writing thinks fit for appointment of a new Arbitrator in the place of existing Arbitrator, he is having a power to do so. If such a new Arbitrator is appointed, he can either continue the civil court proceedings from the stage where the earlier Arbitrator discontinued his proceedings or alternatively the new Arbitrator may start proceedings de novo if the circumstances warrant him to do so.
- (c) The parties should bear the costs of the civil court proceedings equally.
- (d) Failing to invoke civil court clause within 120 days of dispute, the matter is to be decided by Civil Court at Hyderabad District in TELANGANA state alone and not at any other place.
16. **WORK AND PAYMENT DURING CIVIL COURT PROCEEDINGS:** Work under the contract, shall if reasonable, continue by mutual agreement during the civil court proceedings, and no payment due to or payable by the Singareni collieries Co. Ltd., will be withheld without reasonable cause and merely on account of the pendency of such proceedings.
17. **CORRESPONDENCE AFTER PLACING ORDER:** After placing the order, correspondence related to issues regarding contract terms and conditions shall be made with the In-charge PR & Communications dept. In case the issues are not settled at I/c of PR & Communications dept. correspondence shall be made with the area GM (CDN). In case the issues are not settled at this level, correspondence shall be made with GM (Purchase). In case the issues are not settled at GM (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.
18. **BRIBES & GIFTS:** Any Bribe, Commission, gift or advantage given, promised or offered by or on behalf of the Supplier or his partner, agent or servant or any one on his or their behalf to any Officer, Servant, representative or agent of the Singareni Collieries Company Limited, or any person on his or their behalf for obtaining or executing of this or any other contract with Singareni Collieries Co. Ltd., shall in addition to any criminal liability which the Supplier may incur, subject the Supplier in the cancellation of this and all other contracts with and also to payment of any loss of damage resulting from any such cancellation to the like extent as is provided in case

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

NOTE: In case any specific mention is made on the above clauses in special terms and conditions the same shall prevail over.

19. **TERMINATION:**

- a) Termination for not commencing the work: SCCL reserves the right to terminate the work in case the successful tenderer fails to commence the work on receipt of LOI/work order.
 - b) Termination of work due to poor performance: SCCL reserves the right to terminate the work, with the service provided by the successful tenderer is found to be unsatisfactory at any stage during the contract period or fails to deploy the manpower or the progress of work is not satisfactory or the work is stopped due to the failure on the contractor's part or it is observed that the contractor is not being executed to the entire satisfaction of SCCL.
 - c) SCCL reserves the right to terminate the contract work during the contract period at any time with 7 days notice.
20. After awarding of the contract, the contractor shall deploy the suitable persons to work as Video News Editor & Graphic Designer at Public Relations & Communication Department to carry out the works as mentioned as scope work at point no.6 page no.2. To that extent, the certificates and other necessary documents of person will be verified at O/o GM(CDN)/PRO, before deploying them.

DGM (PURCHASE)
The Singareni Collieries Company Ltd
(A Govt. Company)
Purchase Cell, 1st Floor
SINGARENI BHAVAN,
HYDERABAD – 500004

SCCL Helpdesk Numbers: 040-23316964,
EPBAX Numbers:040 - 23142 EXTN: 224 & 230.

Format of Letter of Bid (LOB)

LETTER HEAD OF BIDDER

To
The Deputy General Manager (Purchase)
The Singareni Collieries Company Limited,
Singareni Bhavan, Redhills,
Lakdikapool, Hyderabad – 500004

**Sub: Hiring of manpower to work as Video News Editor & Graphic Designer at
PRO Dept., Hyderabad for a period of two years – Reg.**

Ref: HY124O0181, dt.03.09.2024.

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Dear Sirs,

I/We offer to provide Service as per rate/price mentioned in NIT in accordance with the conditions of the NIT document.

This Bid and your subsequent 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 **OR**
Authorized person of bidder)

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

**COPIES OF FOLLOWING DOCUMENTS TO BE ENCLOSED
ALONG WITH TENDER DOCUMENT**

1. **Experience:** The Agency should have minimum 3 years of experience in last 5 completed financial years (2019-20 to 2023-24) in supply of hiring of manpower in SCCL / CIL / Any Government / PSU / or any other Private Firms. The firm should submit relevant documents in proof to that effect.
2. **Annual Turnover:** The Agency should have minimum turnover of Rs.8.50 lakhs per each year during the last three completed financial years i.e., for the years 2021-22 to 2023-24 and submit certificate by Chartered Account.

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

Bank Name	
Branch	
DD / Cheque No.	
Amount	₹

4. To submit e-invoice if turnover exceeds Rs.10.00 Crores in any of the financial years starting from 2021-22, 2022-23 & 2023-24. As per the following Proforma.

<u>PROFORMA</u>		
Our turnover is not exceeded Rs.10.00 crores during Financial years from 2021-22, 2022-23 & 2023-24.		
Name:		
Designation:		
Company Name:		
GSTIN	E-invoicing applicability	SEZ Status (Yes/No)
Any loss of ITC or discharge of interest and penalty arising to SCCL due to any misinformation from us, we are liable to reimburse the same to SCCL on the basis of this declaration.		
SIGNATURE OF OWNER WITH STAMP/SEAL		

Authorised signature
Firm' Stamp