



**The Singareni Collieries Company Limited**  
(A Government Company)  
**HYDERABAD**

**Address:**

Purchase Department, 1<sup>st</sup> Floor,  
**Singareni Bhavan, Red Hills,**  
Khairatabad, Hyderabad-500004.  
E mail id:pd\_hyd@scclmines.com  
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**NOTICE INVITING TENDER**

**SUB:QUOTATIONS FOR RENEWAL OF ANTISPAM SOFTWARE FOR E-MAIL SERVER AS PER SCOPE OFWORK, TERMS & CONDITIONS FOR A PERIOD OF THREE YEARS – REG.**

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<b>Enquiry No:</b>	<b>HY119O0167</b>
<b>Enquiry Date:</b>	<b>09.08.2019</b>
<b>Last Date for Receipt of Tender:</b>	<b>19.08.2019 Before 3.00 PM</b>
<b>Tender Opening Date &amp; Time:</b>	<b>19.08.2019 After 3.00 PM</b>
<b>Offer Validity:</b>	<b>120 Days from the date of opening of tender.</b>
<b>Mode of Enquiry</b>	<b>Open (Conventional)</b>
<b>Number of Sources</b>	<b>One</b>
<b>Mode of Tendering</b>	<b>Two Cover</b>



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**(A).QUOTATIONS FOR RENEWAL OF ANTISPAM SOFTWARE FOR E-MAIL SERVER AS PER SCOPE OFWORK, TERMS & CONDITIONS FOR A PERIOD OF THREE YEARS:**

Item	Material Description	No. of Years	Basic Amount for Three years
1	<b>RENEWAL OF ANTISPAM SOFTWARE FOR E-MAIL SERVER</b> <b>AS PER SCOPE OF WORK, TERMS &amp; CONDITIONS FOR A PERIOD OF TWO YEARS</b>	3	

Applicability of GST @ Extra: -----

**NOTE:**

1. Offers are invited from vendors located in Hyderabad/Secunderabad vendors only will be considered and should possess similar experience.
2. The bidders are requested to quote basic rate per 3 years.
3. The L1 status of the bidders would be arrived based on the lowest value offered.
4. The offered rate should be inclusive all taxes other than the GST. The applicability of GST in % shall be clearly mentioned as extra.
5. The bidders offered without any GST, their landed cost will be arrived by taking maximum GST% quoted by other bidders.

**Scope of work for Renewal of Antispam m-secure software for three years:**

SCCL is using exchange 2010 mail server 1000 mail boxes. Mail server is installed at Data Centre, Hyderabad. Anti spam software m-secure is being deployed at gateway level for protecting mail server from spam mails and viruses.

The same is to be renewed for a period of three years

**Other terms and conditions:**

- 1) 3 years period will start from the date of renewal of the licenses.
- 2) During the AMC Period for any technical help, telephonic support to be provided and if required the firm has to depute their person to Hyderabad office.



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- 3) If any configuration issue arises to be solved by the firm.
- 4) In case mail server becomes slow and abnormal delays in delivering mails are observed, the firm has to resolve the issue in consultation with Chief(IT).
- 5) Regular scanning and clearing of mails and antivirus reports to be submitted to SCCL.
- 6) The AMC amount will be paid on certification of Chief(IT).

**(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. 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.

**(B) Submission of offers:**

- i. The Tenderer shall submit bids in two parts i.e. TECHNICAL & COMMERCIAL BID AND PRICE BID in two sealed covers (i.e. Cover 'A' & Cover 'B') as detailed below, superscribing enquiry number, due date of opening of the tender and name & address of the Tenderer.
  - Cover '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.



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- Cover 'B' shall contain price bid in the format mentioned at 'A' of Page No.2 of NIT.
- ii. Above two covers which are individually sealed and superscribed as mentioned above shall be kept in another sealed cover, superscribing enquiry number, due date of opening of the tender and name & address of the Tenderer.
- iii. In case the Tenderer submits revised bid or more than one bid, the lowest bid only will be considered unless Tenderer clearly specifies which bid is to be considered.

**6. 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.

**7. EARNEST MONEY DEPOSIT (EMD):**

**a. Submission of EMD:**

**The EMD shall be Rs.10,000/-(Rupees Ten 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.



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**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.

**8. 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.

**9. 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.

**10. LAWS APPLICABLE:**

The contract shall be governed by the Laws of Indian Union for the time being in force.

**11. TAXES AND DUTIES:**

The payments to the contractor are subject to TDS u/s 194 C of the Income Tax act 1961, and rules and other regulations specified there under, prevailing from time to time.



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### **12. ARBITRATION:**

Normally all disputes should be settled by negotiations between the Company and the concerned parties. In case any dispute/difference is not settled through negotiations, the respective parties can seek remedy by Arbitration 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 arbitration proceedings from the stage where the earlier Arbitrator discontinued his proceedings or alternatively the new Arbitrator may start proceedings de novo if the circumstances warrant him to do so.
- (c) The parties should bear the costs of the Arbitration equally.
- (d) Failing to invoke Arbitration clause within 120 days of dispute, the matter is to be decided by Civil Courts at Hyderabad District in TELANGANA state alone and not at any other place.

**13. RISK PURCHASE CLAUSE:** In case the firm/Contractor fails to deliver the terms of the contract as per the order and SCCL is forced to enter into new contract for the purpose with another firm at a higher price, the firm/Contractor shall pay the difference in prices to SCCL.

**14. UNSOLICITED DISCOUNT:** Suo-moto reduction shall not be considered for evaluation whether given before or after opening of price bids. If any Tenderer 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 Tenderer 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 Tenderer. SCCL reserves the right not to accept the lowest bid.



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**15. CORRESPONDENCE AFTER PLACING ORDER:**

After placing the order, correspondence related to issues regarding contract terms and conditions shall be made with the Admn.Manager, Hyderabad / the officer-in-charge only. In case the issues are not settled at Admn.Manager, Hyderabad / the officer-in-charge level, correspondence shall be made with the GM (CDN). In case the issues are not settled at GM (CDN) 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](http://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.

**16. 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.

**DGM (PURCHASE)**  
**The Singareni Collieries Company Ltd**  
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**Purchase Cell, 1<sup>st</sup> Floor**  
**SINGARENI BHAVAN**  
**HYDERABAD – 500004**

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