



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 a Person to work as SSS (Singareni Seva Samithi)
Co - Ordinator for a period of nine (9) months – Reg.**

Enquiry No:	HY12000310
Enquiry Date:	12.10.2020
Mode of Enquiry	Open Enquiry
Number of Sources	Single
Due Date & Time for submission of Tenders	22.10.2020 before 3.00 PM
Due Date & Time for opening of Tenders	22.10.2020 after 03.00 PM
Mode of Tendering	Single Cover

1. Tenders are invited from Agencies for Hiring of a Person to work as SSS (Singareni Seva Samithi) at Public Relations & Communication Department, Hyd for a period of nine (9) months and the period of contract will be extended for one year based on satisfactory performance of the work.
2. **EMD APPLICABLE:** The approximate estimated basic value of the enquiry is Rs.2.70 Lakhs for a period of nine (9) months. Bidder shall submit bids with EMD of Rs.2,700/- (Rupees two thousand seven hundred only) and EMD in original in the form of Demand Draft is to be submitted to the Singareni Collieries Company Limited payable at Hyderabad along with Bids. Otherwise bid is liable for rejection.

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 pricing terms and conditions.(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.
 - Cover 'B' shall contain Annexure-I, II & III 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.
6. **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.
7. **CORRESPONDENCE/DISPUTES DURING ENQUIRY STAGE**: No 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.

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

a. **Submission of EMD:**

The EMD shall be Rs.2,700/- (Rupees two thousand seven hundred 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.

There is no exemption in submission of EMD for any category of Bidders.

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.

9. **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.

10. **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.

11. **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) 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.
- c) 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.

- d) 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.

12. **LAWS APPLICABLE:**

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

13. **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.

14. **WORK AND PAYMENT DURING ARBITRATION:**

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

15. **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 Dept/Communications dept/SSS. In case the issues are not settled at l/c of PR Dept/Communications dept/SSS, 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.

16. **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 out rightly. 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.

17. **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.

PART – ‘A’

1.0 TECHNICAL TERMS AND CONDITIONS:

1.1 Requirement/Deployment:

The Successful tenderer shall be required to provide a person to work as Singareni Seva Samithi, Coordinator at PRO Dept, Hyderabad.

1.2 Eligibility of the Tenderer: The Agency should have experience of providing skilled manpower for SCCL/CIL/Govt.Organizations/PSUs/Reputed Companies.The firm should submit relevant documents in proof to that effect.

2.0 SCOPE OF WORK:

- a) Periodical monitoring of all Vocational Courses at SSS Training Centers located at all SCCL Coal Belt Areas viz. Kothagudem, Sathupalli, Corporate Office, Yellandu, Manuguru, Godavarikhani (RG-1, RG-2 & RG-3 Areas), Bhoopalpalli, Srirampur, Mandamarri, Bellampalli and Goleti.
- b) Conducting examinations to SSS trainees in various vocational courses and also arrange to distribute certificates to successful candidates after receiving from certifying authority.
- c) Coordinating with Army Recruitment Office at Secunderabad related district administration, SCCL area SSS coordinating officers and candidates sponsored by Areas during Army recruitment rallies for arranging food and accommodation facility to candidates attending to such recruitment rallies and organize the camp site.
- d) Coordination and follow-up with SCCL area SSS coordinating officers, SSS coordinators and candidates sponsored by areas for special trainings with agencies like TSRTC, SC Development Corporation, GMR Foundation etc.
- e) Coordination and Follow-up with Govt. agencies like National Institute of micro, small and medium Enterprises (ni-MSME), Khadi Gramodyog Maha Vidyalaya (KGMV), Khadi Village & industries Board (KVIB), National institute of Rural Development (NIRD), National Academy of Construction (NAC), Advanced Training Institute (ATI), Telangana State Mission for Elimination of Poverty in Municipal Areas (TS-MEPMA), Telangana State Employment Generation and Marketing Mission (TS-EGMM) and NGOs like Association of Lady Entrepreneurs of India (ALEAP), etc located in Hyderabad in connection with organizing vocational courses from time to time.
- f) Assistance for organizing SSS marketing stall at ALL India Industrial Exhibition, Nampally.
- g) Assistance in Monitoring permanent SSS marketing stall at Masabtank Managed by stall caretaker.
- h) Keeping and updating statistical records of all vocational courses trainees.

- i) Any other works related to 'SSS' entrusted from time to time by I/c Officer SSS, HYD.

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 account of the person 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 month's wages in to the respective bank account of person 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) Payment of Bonus under payment of Bonus Act 1965 to contract workers engaged on outsourcing activities through Contractors/Agencies in SCCL @8.33%.
- d) 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.
- e) 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.
- f) 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.,
- g) All necessary records shall be maintained by the contractor with regard to engagement of Persons, payment of wages, Bonus etc to be submitted on demand to Administrative Manager/SCCL.
- h) No advance payment shall be made.
- i) The contractor will not engage child labour and also agree for permitting the person weekly off.
- j) 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.
- k) The contractor shall abide all the above stipulated terms and conditions as laid in the Tender Schedule.

3.0 **COMMERCIAL TERMS AND CONDITIONS:**

3.1 **Security Deposit:**

- i) The EMD will be converted as Security Deposit on award of work.
- ii) Security deposit shall be refunded after satisfactory completion of contract period of nine months.

3.2 **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. 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 sub-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.

3.3 **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 within 30 days from the date of receipt 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.

d) This contract is valued for a period of nine months from the date of mark out. But in the event of any breach of agreement at any time on the part of the contractor, the contract shall be terminable by the GM (Coordination) without compensation to the contractor.

3.4 **Penalties:**

- a) **Penalties in case of termination for not commencing work:** In case of termination of contract under clause 3.4(a), the Security deposit shall be forfeited.
- b) If the service provided by the successful Tenderer is found to be unsatisfactory, a penalty of 10% from the monthly bill will be levied. Prior to this, a notice will be served for improvement. If no improvement is made in spite of levying the penalty and notices, Contract will be terminated, besides black listing of the successful Tenderer for further business with the company for a period of 1 year and Security Deposit shall be forfeited and no claim whatsoever shall be entertained. SCCL reserves the right to evaluate the performance of the successful tenderer and the successful tenderer cannot dispute or question the decision taken by SCCL in this regard.
- c) If the successful tenderer fails to fulfil the contract terms & conditions and services are stopped due to failure, contract will be terminated without any prior notice and the Security deposit will be forfeited.
- d) If the successful tenderer fails to provide the SSS Coordinator 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 SSS Coordinator, whichever is more shall be deducted from the contractor's monthly bill towards penalty per day for non deployment of person.
- 3.5 After awarding of the contract, the contractor shall deploy the suitable person for SSS Coordinator should have an experience of 10 years & above, in related/similar works as mentioned at 2.0 of Scope work at Page – 7. To that extent, the certificates and other necessary documents of persons 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.

4.0 PRICING TERMS AND CONDITIONS:

- (i) The Honorarium in the form of Wages for SSS Coordinator is detailed here under:

Sl. No.	Description of the item	Rs. Ps.
1	Monthly Wages in the form of Honorarium	25,000.00
2	Bonus @ 8.33% on Monthly Wages	2,082.50
3	Service Charge @10% on Monthly Wages+Bonus	2708.25
4	Total Wages/Month (1+2+3)	29,790.75
5	No. of months	9
6	Amount of basic wages / person/ 9 months (4*5)	268116.75
7	GST @ 18% as applicability	48,261.02
8	Total amount of wages / persons / 9 months (6+7)	316,377.77

The following are the details of other monthly payments:

- (a) Cell Phone charges @Rs.500/month.
- (b) Out Station Travelling Allowance (To & Fro) at actual during field visits to Singareni Seva Samithi Training Centers in SCCL coal belt areas as certified by I/c SSS, HYD.
- (c) Out Station Dearness Allowance @Rs.600.00 per day, including local conveyance at Areas during field visit to Singareni Seva Samithi Training Centers in SCCL coal belt areas as certified by I/c SSS, HYD.
- (d) Conveyance (Auto) charges at actual as and when required at HYD and the same will be certified by I/c SSS, HYD.

Evaluation Criteria of Successful Bidder: *The Successful Bidder will be selected through a lottery system to be drawn at O/o GM (CDN) in presence of representatives of Finance & Purchase Departments.*

Note:

1. ***There is no change in Payment of honorarium for SSS Coordinator during the contract period.***
2. ***Introduction of any taxes during the execution of the contract will be to the company's account.***

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

To
DGM (Purchase)
The Singareni Collieries Company Limited
Hyderabad.

Sub: Hiring of a Person to work as Singareni Seva Samithi Coordinator at
Public Relations & Communication Department, Hyd for a period of
nine (9) months - Reg.

Ref: Enquiry No.HY120O0310, dtd:12.10. 2020.

Dear Sirs,

I/We offer to provide service as per rate in NIT 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 **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 experience of providing Skilled manpower for SCCL/CIL/Govt. Organizations/PSUs/Reputed Companies. The firm should submit relevant documents in proof to that effect.

2. Earnest Money Deposit (EMD):
