

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

<u>CIN:U10102TG1920SGC000571</u> e-mail.ID:pd_hyd@sccImines.com.

Company Web site: www.scclmines.com

SCCL GST No: 36AAACT8873F1Z1

NOTICE INVITING TENDER

SUB: QUOTATIONS FOR COMPREHENSIVE MAINTENANCE CONTRACT (CMC) OF RO SYSTEMS INSTALLED AT SINGARENI BHAVAN AT REDHILLS, TRANSIT GUEST HOUSE AT LAKIDIKAPOOL AND SR.OFFICERS GUEST HOUSE AT VIJAYANAGAR COLONY, HYDERABAD FOR A PERIOD OF TWO YEARS - REG.

Enquiry No.	HY124O0156
Enquiry Date	09.08.2024
Mode of Enquiry	Open Enquiry
Number of Sources	Single
Due Date & Time for submission of Tenders	16.09.2024 before 3.00 PM
Due Date & Time for opening of Tenders	16.09.2024 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. <u>EMD APPLICABLE:</u> The estimated approximate value of the enquiry is Rs.75,000.00. Bidder shall submit bids with EMD of Rs.4,000.00 (Rupees four thousand only) and EMD in original in the form of Demand Draft is to be submitted to Singareni Collieries Company Limited payable at Hyderabad along with Bids. Otherwise bid is liable for rejection.

(A) QUOTATIONS FOR COMPREHENSIVE MAINTENANCE CONTRACT OF RO SYSTEMS INSTALLED AT SINGARENI BHAVAN, TRANSIT GUEST HOUSE AND SR.OFFICERS GUEST HOUSE AT VIJAYANAGAR COLONY, HYDERABAD FOR A PERIOD OF TWO YEARS

ITEM SL.NO.	MATERIAL DESCRIPTION	UNIT	QTY	RATE PER QTR	TOTAL AMOUNT FOR TWO YEARS
1	Comprehensive Maintenance Contract of RO plant of 250 liters per hour capacity installed at Singareni Bhavan, SCCL, Redhills, Hyderabad for two years as per scope of work, terms and conditions	Quarter	08 Qtrs. (Two years)		
2	Comprehensive Maintenance Contract of RO plant of 25 liters per hour capacity installed at Transit Guest House at Lakidikapool, Hyderabad for two years as per scope of work, terms and conditions	Quarter	08 Qtrs. (Two years)		
3	Comprehensive Maintenance Contract of RO plant of 25 liters per hour capacity installed at Sr.Officers Guest House at Vijayanagar colony, Hyderabad for two years as per scope of work, terms and conditions	Quarter	08 Qtrs. (Two years)		
	Total				

NOTE:

- 1. Offers are invited from vendors located in Hyderabad/Secunderabad vendors only will be considered and should posses similar experience.
- 2. The bidders are requested to quote basic Comprehensive Maintenance Contract charges per Quarter.
- 3. **Evaluation:** The L1 status of the bidders would be arrived based on the overall rates offered for sl.no.1, 2 & 3 mentioned at above table (A).

Note:If more than one bidder stood in L1 status, the Successful Bidder will be selected through a lottery system to be drawn at O/o GM (CDN) in presence of representative of Finance & Purchase Depts.

- 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.
- 6. **Experience:** The Agency should have minimum two years of experience in last three completed financial years in subject services at SCCL/Govt.Organizations/ Reputed Companies. The firm should submit relevant documents in proof to that effect.

7. SCOPE OF WORK, SPECIAL TERMS AND CONDITIONS:

- a) Periodical servicing to be done once in every month during the contract period.
- b) Quarterly replacement of candles as per the instructions of Admn.Manager/ Engineer-in-charge.
- c) Every year membranes should be replaced
- d) Any additional visits during the contract period, as and when require in the event of breakdown/malfunction of the equipment on intimation of Admn.Manager/ Engineer-in-charge to be attended immediately.
- e) During the periodical services cleaning of sand filter and carbon filter and sediment filters are mandatory.
- f) All the free replacement spare parts are in exchange basis.
- g) Comprehensive Maintenance Contract covers replacement of spare parts, dosing chemical, filters, membranes, motors and all operational materials for smooth running of plant.
- h) The Comprehensive Maintenance Contract may be terminated at any time by giving one-month notice of termination if the services and performance is not satisfactory.

8. TERMS & CONDITIONS:

- a) Quote for RO plants capacity of 250 liters & 25 liters quarterly hiring charges separately.
- b) The Comprehensive Maintenance Contract is for a period of TWO years. Comprehensive Maintenance Contract Charges shall remain firm for the contract period of 24 months.

- c) <u>Payment Terms:</u> On post quarterly basis and on certification from Admn.Manager, Hyderabad.
- d) If there is any increase of GST, as per Government orders, during the contract period, the enhanced portion of Tax will be paid by SCCL. If it is reduced, the same should be passed on to SCCL.
- e) The G.M (Coordination), 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 GM (Coordination), SCCL will be final. The GM (Coordination), SCCL reserves the right to allot the work to one agency or to more than one agency as per the discretion of the authority.
- f) 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 ₹100-00 shall be submitted by the agency on receipt of order for the same.

(B) **GENERAL INSTRUCTIONS**:

- Bidders are advised to carefully read this NIT Document. Towards acceptance of conditions in NIT. <u>The tenderer is requested to sign on all pages of the Tender</u> <u>document towards their acceptance.</u>
- 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. 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.

- 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., TECHNCIAL & 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.

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. Bidders are required to quote as per the technical specifications mentioned in the NIT document. Otherwise the offer is liable for rejection.

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

a. Submission of EMD:

The EMD shall be Rs.4,000.00 (Rupees four 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.

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.

The information/documents submitted by the bidder proved to be false/ incorrect.

9. 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.

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.

12. **LAWS APPLICABLE:**

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

13. <u>PENALTY:</u> If the service provided by the Agency is found to be unsatisfactory, a penalty of 10% of 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 and no claim whatsoever shall be entertained. SCCL reserves the right to evaluate the performance of the Agency and the Agency cannot dispute or question the decision taken by SCCL in this regard.

14. **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 from the date of 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 cancel the allotted tender work during the Contract period at any time without assigning any reason with one month notice.

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. **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.

17. 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.

18. 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 for name and address phone number, and e-mail ID of consignee, area GMs, GM (Purchase), Director (Operations) and C&MD.

19. 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.

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

<u>SCCL Helpdesk Numbers:</u> 040-23316964 EPBAX Numbers: 040-23142 EXTN: 224 & 230

FORMAT OF LETTER OF BID (LOB)

LETTER HEAD OF BIDDER

To

The Addl. General Manager (Purchase)
The Singareni Collieries Company Limited
Singareni Bhavan, Redhills, Lakdikapool,
HYDERABAD – 500004

Sub: Comprehensive Maintenance Contract (CMC) of RO systems installed at Singareni Bhavan, Redhills, Transit Guest House at Lakidikapool and Sr.Officers Guest House at Vijayanagar Colony, Hyd for a period of two years – Reg.

Ref: HY124O0156, dt.09.08.2024.

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** Authorised person of bidder)

1. Name of Authorised Signatory:

2. Type of Authorisation :

3. Name of the Bidder :

4. Address :

5.e-Mail Address :

6. Mobile/Telephone Number :

7. FAX Number :

8. Place :

9. Date :

Authorised signature Firm' Stamp

COPIES OF FOLLOWING DOCUMENTS TO BE ENCLOSED ALONG WITH TENDER DOCUMENT

1. E M D details (DD or Cheque):

Bank Name	
Branch	
DD / Cheque No.	
Amount	Rs.

- 2. **Experience:** The Agency should have minimum two years of experience in last three completed financial years in subject services at SCCL/Govt.Organizations/Reputed Companies. The firm should submit relevant documents in proof to that effect.
- 3. Submit e-invoice, if turnover exceeds Rs.10.00 Crores in any of the financial years starting from 2021-22, 2022-23 & 2023-24.

If not exceeds, Firm has to give following undertaking.

PROFORMA

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

<u>Authorised signature</u> <u>Firm' Stamp</u>