



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: QUOTATIONS FOR ANNUAL MAINTENANCE (COMPREHENSIVE)
OF 17 NOS. BLUE STAR MAKE AIR CONDITIONERS WORKING
AT TRANSIT GUEST HOUSE OF SCCL AT LAKDIKAPUL,
HYDERABAD FOR A PERIOD OF TWO YEARS – REG.

Enquiry No.	HY121O0435
Enquiry Date	19.11.2021
Mode of Enquiry	Open Enquiry
Number of Sources	Single
Due Date & Time for submission of Tenders	13.12.2021 before 3.00 PM
Due Date & Time for opening of Tenders	13.12.2021 after 03.00 PM
Mode of Tendering	Single Cover

1. The contract period is for a period of two (2) years and the period of contract will be extended for another six months based on satisfactory performance.
2. **EMD APPLICABLE:** The estimated value of the enquiry is ₹1,16,000.00. **Bidder shall submit bids with EMD of ₹1,200.00 (Rupees one thousand two 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.**
3. **Experience:** The firm should have at least three years of experience in reputed organizations (more than 10 ACs) as on date of submitting offer in providing comprehensive maintenance of Air Conditioners. The firm should submit relevant documents in proof to that effect.

A) QUOTATIONS FOR ANNUAL MAINTENANCE (COMPREHENSIVE) OF 17 NOS. BLUE STAR MAKE AIR CONDITIONERS WORKING AT TRANSIT GUEST HOUSE OF SCCL AT LAKDIKAPUL, HYDERABAD FOR A PERIOD OF TWO YEARS – REG.

Sl. No.	Item Description	No. of ACs	Unit	No. of Quarters	Basic Rate per Quarter per each AC	Total amount for two years
01	1.0 Ton Split Air Conditioner – BLUE STAR Make	01 no	Quarter	08		
02	1.5 Ton Split Air Conditioner – BLUE STAR Make	08 nos.	Quarter	08		
03	2.0 Ton Split Air Conditioner – BLUE STAR Make	08 nos.	Quarter	08		
Total Basic Value (1+2+3)					(A)	
Applicability of GST, extra in %					(B)	
Total Landed Cost (A+B)						

NOTE:

- The AMC is for a period of TWO years. Hire Charges for AMC of Air Conditioners shall remain firm for the contract period of two years i.e., 8 Quarters.
- Offers from vendors located in Hyderabad/Secunderabad only will be considered.
- The bidders are requested to quote Basic rate per each Quarter.
- The bidders are requested to quote basic rates independently for Sl.Nos.1, 2 & 3.
- Experience:** The firm should have at least three years of experience in reputed organizations (more than 10 ACs) as on date of submitting offer in providing comprehensive maintenance of Air Conditioners. The firm should submit relevant documents in proof to that effect.
- Evaluation:** The L1 status of the bidders would be arrived based on the lowest total value by taking individual basic rates for Sl.Nos.1, 2 & 3 i.e., combined rate of 1.0 Ton , 1.5 Ton and 2.0 Tons Split Air Conditioners.
If more than the one bidder stands in L1 position, draw will be conducted for selection of successful bidder.
- The offered rate should be inclusive all taxes other than the GST. The applicability of GST in % shall be clearly mentioned as extra.
- The bidders offered without any GST, their landed cost will be arrived by taking maximum GST% quoted by other bidders.

B) SCOPE OF WORK:

- 1) The Annual Maintenance Contract covers the Compressors, Fan motors, Refrigerant Gas, Remote and all Electrical Spares.
- 2) Repairs to outer cabinet of Condenser/Evaporator are not included in the contract.
- 3) Daily monitoring of all AC units is required and any complaint informed telephonically shall be attended and repaired immediately. The AMC covers routine service & breakdown service including free replacement of parts and also charging of gas whenever required.
- 4) Service included routine inspection monthly once, checking and servicing of each air conditioner.
- 5) Overhauling and repairing of the air conditioners/parts as and when found necessary will have to be carried out free of charge.
- 6) All the stabilizers associated with the air conditioners are also covered under this AMC and need to be maintained well throughout the period of agreement.
- 7) The contractor shall comply with the reporting review mechanisms that are put in place to log the complaints and monitoring of the repair/maintenance work.
- 8) One Technician, who has to be stationed at our premises, should be deputed during Summer Season i.e., from March to June months.
- 9) Any complaints pertaining to air conditioners of Chairman's cabin, rest room and Directors' cabins are to be attended within one hour of getting information and those pertaining to other departments are to be attended within four hours of receiving telephone call, during Non-Summer months.
- 10) A monthly report of satisfactory functioning of all air conditioners duly signed by the maintenance-in-charge should be submitted to DGM (E&M), Hyderabad.
- 11) Service is to be monitored by your Customer Care Officer/Service Engineer on day-to-day basis.
- 12) Genuine spares only are to be used and defective compressors are to be replaced with repaired compressors procured directly from the manufacturer.
- 13) All spares required for repairs and periodic replacement shall be genuine.
- 14) The Condenser, Evaporator and Compressor shall be cleaned. Care should be taken to ensure free air circulation.
- 15) The evaporator temperature and cabinet temperature should be recorded to assess the performance of the unit.
- 16) All service calls and complaints should be attended free of cost.
- 17) All the parts which require repairs or replacement should be done free of cost.

C) TERMS AND CONDITIONS:

- 1) The contractor is not liable for any loss or damages caused due to electric short circuit, natural calamities, God's acts, theft/ pilferage, tampering by unauthorized persons etc.
- 2) Payment will be made on quarterly basis, within 15 days after completion of that quarter after submission of satisfactory performance report from concerned authority along with invoice, duly deducting statutory taxes. No advance payment will be made.
- 3) Transportation and other charges to the service personnel of agency will not be paid by SCCL.
- 4) Any compensation to be paid for accidents / injuries to agency personnel should be paid by the agency and SCCL remains absolved of the responsibility of payment of such compensation.
- 5) The rates include cost of spares, accessories, salaries of service personnel, and all other liabilities as per the labour rules amended from time to time. The AMC covers preventive and comprehensive maintenance. The Rate shall be firm till completion of the AMC Period. No claim whatsoever for any extra payment will be entertained at a later date. 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 Income Tax, VAT, Service Tax, TOT, EPF, ESI, VDA, Administrative Charges, Service charges etc., must be borne by the agency and their rates applicable shall be as per government orders/ amendments issued from time to time. SCCL shall not be responsible for any liability of what so ever nature under this contract. In case of any such liability, the SCCL stands indemnified by the Agency.
- 6) Shifting of A/C Unit is to be done at free of cost. However, cable and Copper Pipes used for shifting will be supplied by SCCL.
- 7) Any damages caused by the personnel of the Agency to SCCL property has to be make good at their cost.
- 8) The AMC is for a period of TWO Years. Rates quoted shall be firm for two Years.
- 9) **GUARANTEE/WARRANTY:** The Spares and other material used shall be guaranteed for a minimum period of twelve (12) months satisfactory performance. The manufacturing defects, if any, noticed during the guarantee period shall be rectified and defective parts replaced without further payment from or cost to the SCCL.

- 10) **PENALTY:** 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 Security Deposit shall be forfeited 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.
- 11) Any contravention Agency or any person employed by Agency or acting on behalf of any of the terms of Contract or any of the provisions or any Act, Rules, Regulations or Company's Standing Orders or any rules regarding conduct and discipline as formulated by the company would be communicated in writing to the contractor or to the person acting on their behalf by DGM (E&M), SCCL, Hyd. After having been informed of such contravention, if the Contractor fails to take appropriate action, DGM (E&M), SCCL, Hyd. has the right to refuse entry to the person responsible for such contravention to the premises of the Company's establishment till the cause of such contravention is removed or inform in writing of the corrective action taken by the successful Tenderer with an assurance about non-recurrence of such contravention.
- 12) The SCCL is not liable to pay any compensation in case of any accident caused by/to the person during their duty hours or beyond duty hours. The Agency/ Contractor and the insurance company are only liable to pay any compensation in case of such accident by/to the Security Guard/Supervisor.
- 13) In all cases of disputes, the decision of the Company shall be final. However in case of any unsolved dispute, the same can be resolved in the courts of Hyderabad, in the state of Telangana having jurisdiction to deal with and decide what so ever arising out of this including disputes arising on encashment of Bank Guarantee.
- 14) SCCL reserves the right to cancel the allotted contract work during the Contract period at any time without assigning any reason with one month notice. If the Tenderer wants to withdraw, he should give 90 days notice and in such case Security Deposit shall be forfeited.

D) 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 ₹500.00 Crores or above in the financial years 2018-19, 2019-2020 and 2020-21 have to submit e-invoice with QR code printed on it. If the turnover is less than ₹500.00 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 2018-19, 2019-2020 and 2020-21 EXCEEDS ₹500.00 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 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 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 & III of NIT.

- ii. The above cover superscribing enquiry number, due date of opening of the tender and name & address of the Tenderer.

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

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

a. Submission of EMD:

The EMD shall be ₹1,200.00 (Rupees one thousand two 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.

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

11. **OFFER VALIDITY:**

Bidder shall keep the offer validity 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.

12. **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.

13. **LAWS APPLICABLE:**

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

14. **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.

15. **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.

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. **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 of LOI/work order.

b) **Termination of work due to poor performance:**

SCCL reserves the right to terminate the work, with the services 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.

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.*

**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: AMC (comprehensive) of 17 nos. Blue Star make Air Conditioners working
at Transit Guest House of SCCL at Lakdikapul, HYD for a period of 2 years
- Reg.

Ref: HY121O0435, dt.19.11.2021.

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. **Experience**: The firm should have at least three years of experience in reputed organizations (more than 10 ACs) as on date of submitting offer in providing comprehensive maintenance of Air Conditioners. The firm should submit relevant documents in proof to that effect.
2. **E M D details (DD or Cheque)**:

Bank Name	
Branch	
DD / Cheque No.	
Amount	₹

3. To submit e-invoice if turnover exceeds ₹500.00 Crores in any of the financial years starting from 2018-19, 2019-20 & 2020-21.

If not exceeds, Firm has to give following undertaking.

PROFORMA

Our turnover is not exceeded ₹500.00 crores during Financial years from 2018-19, 2019-20 & 2020-21

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