



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

**Address:**

Purchase Department, 1<sup>st</sup> Floor,  
**Singareni Bhavan, Red Hills,**  
Khairatabad, Hyderabad-500004.  
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Tel Nos.040-23316964  
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**NOTICE INVITING TENDER**

**Subject: QUOTATION FOR ANNUAL MAINTENANCE OF EPABX SYSTEM CONFIGURED WITH 4 TRUNKS 8 DIGITAL 20 ANALOG EXTENSIONS AS PER SCOPE OF WORK, TERMS & CONDITIONS FOR PERIOD OF TWO YEARS – Reg.**

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<b>Enquiry No:</b>	<b>HY120O0373</b>
<b>Enquiry Date:</b>	<b>26.11.2020</b>
<b>Last Date for Receipt of Tender:</b>	<b>30.11.2020 Before 3.00 PM</b>
<b>Tender Opening Date &amp; Time:</b>	<b>30.11.2020 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 Enquiry (Conventional)</b>
<b>Number of Sources</b>	<b>One</b>
<b>Mode of Tendering</b>	<b>Single Cover</b>

1. The Contract period is for a period of Two years and it shall be extendable for a period of one year based on Satisfactory Performance as per requirement.

(A) **QUOTATION FOR ANNUAL MAINTENANCE OF EPABX SYSTEM CONFIGURED WITH 4 TRUNKS 8 DIGITAL 20 ANALOG EXTENSIONS AS PER SCOPE OF WORK, TERMS & CONDITIONS FOR PERIOD OF TWO YEARS**

Item Sl.No.	Material Description	Unit	Quantity	Basic PRICE per Quarter	Total Amount for Two years
1	<b>ANNUAL MAINTENANCE OF EPABX SYSTEM CONFIGURED WITH 4 TRUNKS 8 DIGITAL 20 ANALOG EXTENSIONS</b> <b>MAKE: SIEMENS Hipath 1150 Digital working at C&amp;MD Office, Hyderabad</b> <b>AS PER SCOPE OF WORK, TERMS &amp; CONDITIONS – TWO YEARS PERIOD</b>	Quarter	8 Quarters (Two years)		

**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 Quarter.
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.
6. Offer validity must be Four months. Those who offer the validity less than 4 months will be disqualified.

**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 representatives of Finance & Purchase Depts.*

**Experience:** The firm should have experience in maintenance of Siemens Hipath 1150 Digital System.

## **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 reserves the right to seek clarifications in respect of the bids / supporting documents etc. from the bidders by letter / e-mail / fax.
3. 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.
4. A) The terms and conditions of the tender are divided into two parts i.e. Part 'A' and Part 'B'.
  - i) Part 'A' contains technical & commercial terms and conditions.
  - ii) 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 (Both technical & Commercial terms) 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 price bid in the format mentioned at 'A' of Page No.2 & Annexure – I of Page No.9.
- 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.

- iv. Bidders are required to quote as per the technical specifications mentioned in the NIT document. Otherwise the offer is liable for rejection.
- v. **From 01.11.2020 onwards all the vendors whose turnover is more than Rs.500 Crores or above in the financial years 2017-18, 2018-19 & 2019-2020 have to submit e-invoice with QR code printed on it. If the turnover is less than Rs.500 Crores than 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 2017-2018, 2018-2019 & 2019-2020 EXCEEDS Rs.500 CRORES.**

- 5. **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.

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. **LAWS APPLICABLE:**

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

- 8. **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.
9. **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.

10. **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.

## **PART – ‘A’**

### **1.0 TECHNICAL TERMS AND CONDITIONS**

#### **1.0 SCOPE OF WORK:**

1. This is a comprehensive AMC. All spares required for maintenance and fault rectification of the Exchange systems are to be arranged by the successful tenderer, at his cost and the spares should be of standard make. No part of the exchange shall be excluded from the contract coverage including consumables like fuses. Replaced parts removed from the system become the property of the successful tenderer.
  - A. Breakdown calls should be attended to within the time period i.e., on the same day (not exceeding 24 hrs.).
  - B. If the breakdown of any kind is not rectified with 24 hours of reporting, then a deduction @ Rs.1000.00 per day will be implied.
2. Preventive maintenance is to be carried out once a month. Service is to be rendered on all working days of SCCL. If required, service is to be rendered on public holidays also.
3. If any instrument or system is required to be repaired at service provider's site, the successful tenderer has to arrange for transportation, free cost.
4. Programming of the telephone instruments and / systems is to be done by the successful tendered, as directed from time to time or as and when required.
5. The tenderer is advised to inspect the site and ascertain the quantum of work involved before quoting and no claim will be entertained on this account after award of the work.

### **2.0 COMMERCIAL TERMS AND CONDITIONS:**

#### **1) Security Deposit:**

- i) The EMD will be converted as Security Deposit on award of work.

Security deposit shall be refunded after satisfactory completion of contract period of One year

- 2) **Payment: The payment towards maintenance charges will be released / paid on quarterly basis on satisfactory completion of assigned services certified by Admin.manager / Officer in charge. Income Tax and other taxes as per rules will be deducted from the bill as applicable from time to time.**

Tax retention clause:

The supplier shall upload his Tax Invoice in the GSTN as per the provisions of the GST Act i.e., by 10th of the month subsequent to the month in which "Time of Supply" arises.

In respect of orders where the entire order quantity is executed in phased manner through multiple invoices or where staggered payment is made, if the "Tax Invoice" is not uploaded within the time limits prescribed under GST Act, the tax amount will be withheld from the payment made against subsequent Invoice till such time the invoice is uploaded. The final payment is subject to compliance of all formalities under GST by the supplier

3) **TERMINATION**

a) Termination for not commencing the work:

SCCL reserves the right to terminate the work in case the Contractor fails to commence the work within 30 days from the date of receipt of LOI/work order. In such cases, Security deposit amount of Rs.3,000/- will be forfeited and the Firm will be blacklisted for a period of 2 years.

b) Termination of work due to poor performance:

SCCL reserves the right to terminate the work, with the service provided by the Contractor is found to be unsatisfactory at any stage during the contract period

c) Termination of work due to work stopped by firm:

The work is stopped due to the failure on the contractor's part or the contractor is not being executed to the entire satisfaction of SCCL.

d) SCCL reserves the right to terminate the contract work during the contract period at any time with 7 days notice without assigning reason.

e) The GM (Coordination) may terminate the contract with immediate effect without assigning any reasons, if he is of the opinion that the work is not conducted to his satisfaction & GM (Coordination) shall be sole judge in this regard.

4) **PENALTIES:**

a) **Penalties in case of termination for not commencing work:** In case of termination of contract under clause 3(a), the Security deposit shall be forfeited.

- b) If the service provided by the Contractor 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 Contractor for further business with the company and Security Deposit shall be forfeited and no claim whatsoever shall be entertained. SCCL reserves the right to evaluate the performance of the Contractor and the Contractor cannot dispute or question the decision taken by SCCL in this regard.
- c) If the Contractor fails to fulfil the contract terms & conditions and services are stopped due to his failure, contract will be terminated without any prior notice and the Security deposit will be forfeited.
- d) In case of failure to carry out the courier service at any point of time during the contract period, the cost incurred to dispatch in any alternative arrangement will be deducted from the bills/Security deposit under risk purchase clause.
- e) The successful bidder is supposed to response within 8 hours in the case of any break down or complaint launched from the office. The same complaint must be resolved in 24 hours otherwise penalty shall liable to be imposed. If the time taken exceeds 24 hours for resolving the complaint, the contractor/firm should keep stand by for replacing the concerned equipment till it is made functional.
  - i) Up to 24 hours - No penalty.
  - ii) Delay above 24 hours - 5% of AMC cost of particular month.

**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, 1<sup>st</sup> Floor**  
**SINGARENI BHAVAN**  
**HYDERABAD – 500004**

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



## **PART - B**

## **ANNEXURE – I**

### **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: Quotation for Annual Maintenance of EPABX System Configured  
with 4 trunks 8 digital 20 analog extensions as per scope of work,  
terms & conditions for period of two years – Reg.**

**Ref: HY120O0373, dtd.26.11.2020.**

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Dear Sirs,

**I/We** offer to supply the material as per our offered rate/price 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)

- 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 :

## **ANNEXURE - II**

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

**1.Experience:** The Agency should possess similar experience.

**2. Earnest Money Deposit (EMD):**

## **ANNEXURE – III**

**3. e-INVOICE PROFORMA:** To submit e-invoice if turnover exceeds Rs.500 Crores in any of the Financial years starting from 2017-2018, 2018-2019 & 2019-2020. As per the following Proforma.

<b>PROFORMA</b>		
<b>Name:</b>		
<b>Designation:</b>		
<b>Company Name:</b>		
<b>GSTIN</b>	<b>E-invoicing applicability</b>	<b>SEZ Status (Yes/No)</b>
<b>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.</b>		
<b>SIGNATURE OF OWNER WITH STAMP/SEAL</b>		