



THE SINGARENI COLLIERIES COMPANY LIMITED

(A GOVERNMENT COMPANY)

HYDERABAD PURCHASE DEPARTMENT

TELANGANA (STATE)

CIN:U10102TG1920SGC000571

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Company Web site: www.scclmines.com

SCCL GST No : 36AAACT8873F1Z1

NOTICE INVITING TENDER

SUB: QUOTATIONS FOR ANNUAL MAINTENANCE CONTRACT OF 1x15 KVA CONSOLE ONLINE UPS SYSTEM AT ERP DATA CENTER, SINGARENI BHAVAN, HYDERABAD FOR A PERIOD OF ONE YEAR – REG.

Enquiry No	HY121O0359
Enquiry Date	29.09.2021
Last Date for Receipt of Tender	20.10.2021 Before 3.00 PM
Tender Opening Date & Time	20.10.2021 After 3.00 PM
Offer Validity	120 Days from the date of opening of tender
Mode of Enquiry	Open Enquiry
Number of Sources	One
Mode of Tendering	Single Cover

1. Tenders are invited from Contractors for AMC of 1x15 KVA UPS system for a period of one (1) year and the period of contract will be extended for one year based on satisfactory performance of the work.
2. **Evaluation Criteria:** The L1 status of the bidders would be arrived based on the lowest value offered. If more than the one bidder stands in L1 position, draw will be conducted for selection of successful bidder through a lottery system to be drawn at O/o GM (CDN) in presence of representative of Finance & Purchase departments.

(A) Quotation for Annual Maintenance Contract for 1x15 KVA Console online UPS system at ERP Data Center, Singareni Bhavan, Hyderabad as per scope of work, terms & conditions for a period of one year

Sl. No.	Description of the service	Unit	Quantity	AMC charges per quarter in ₹	Total charges for One year in ₹
01	Annual Maintenance of 1x15 KVA CONSOLE ONLINE UPS System – 1 no. at ERP Data Center, Singareni Bhavan, Hyderabad	Quarter	04 Quarters (One year)		

Applicability of GST @ % extra may be mentioned separately.

UPS System details: 1x15 KVA UPS system.

NOTE:

1. The AMC is for a period of **ONE YEAR**. Hire Charges of UPS system shall remain firm for the contract period of 12 months.
2. Offers from vendors located in Hyderabad/Secunderabad only will be considered.
3. The bidders are requested to quote Basic Hire charges per Quarter.
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.

(B) SCOPE OF WORK, SPECIAL TERMS AND CONDITIONS:

- 1) AMC services namely, trouble shooting, repairs and/or replacement of spares and preventive maintenance of UPS installed at SCCL Hyderabad Office.
- 2) In case UPS is not working, a standby UPS is to be provided to maintain the power supply to SCCL round the clock.

- 3) In case UPS is to be taken out to Workshop for repairs under unavoidable circumstances, it shall be returned within two working days and a standby will have to be provided before taking for repair.
- 4) The firm shall provide both services and spares for the maintenance of UPS at site.
- 5) If the battery becomes defective/expires, the firm would replace the battery/batteries at the cost of SCCL.
- 6) Breakdown calls should be attended 24x7 all 365 days. The response time for all calls should not exceed two hours.
- 7) Vendor should provide 24 hours/365 days a year Telephone Technical Support.
- 8) All faults including replacement of parts and batteries shall be rectified within a maximum period of 12 hours. If the UPS is down beyond 24 hours, penalty will be imposed @ two times hired charges per day for every 24 hrs or part there off.
- 9) Preventive maintenance (PM) is to be done once in a quarter. Checking of earth to neutral voltages is also a part of preventive maintenance, in addition to cleaning and general performance checking of UPS.
- 10) Preventive maintenance also includes battery impedance testing, pilot battery/cell checking.
- 11) Apart from the preventive maintenance visits, any breakdown calls in between, will also be attended by the firm.
- 12) During the preventive maintenance checking, the UPS system will be cleaned, general performance is checked.
- 13) The cost of all the spares that are replaced in the UPS system will be covered under the AMC. The old parts removed from UPS will become the property of the firm.
- 14) The AMC charges are inclusive of time & expertise, cost of travel, accommodation, incidental expenses and other provisions of spare parts.

(C) TERMS & CONDITIONS:

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. 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/Courier 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 wages 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 mentioned at page nos.12 -14 duly signed by the Tenderer.
 - 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.
7. **RIGHT TO REJECT THE OFFERS/CANCEL THE TENDER:**
The GM (Co-ordination), 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 (Co-ordination), SCCL will be final. The GM (Co-ordination), SCCL reserves the right to allot the work to one agency or to more than one agency as per the discretion of the authority.
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. **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.

11. **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 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 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.

12. **RISK PURCHASE CLAUSE:**

In case the firm/Bidder 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/Bidder shall pay the difference in prices to SCCL.

13. **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.

14. **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 CGMs / GMs, CGM (Purchase), Director (Operations) and C&MD.

15. **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