



## Cement Corporation of India Limited

(A Govt. of India Enterprise)  
CCI HOUSE, 87, NEHRU PLACE  
NEW DELHI-110 019  
CIN-U74899DL1965PLC004322

PHONE: 011-30880183/26288487

FAX: 011- 26210232

E-mail: [mm\\_co@cementcorporation.co.in](mailto:mm_co@cementcorporation.co.in)

Website: [www.cementcorporation.co.in](http://www.cementcorporation.co.in)

NIT NO.: 6(5)/15-MMO

Dated: 24.05.2016

### NOTICE INVITING E-TENDER (NIT) (Only through e-procurement)

**1.0** Online electronic bids through Electronic Tendering System (ETS) are invited from manufacturers having adequate experience for supply of Mn. Steel castings of different sizes and as per the drawings to our Bokajan (Assam), Rajban (H.P.) and Tandur (A.P.) units in a phased manner on Annual Rate Contract basis.

The manufacturers should be leading producer of Mn. Steel castings having sufficient experience in the field. **Moreover, the manufacturer should meet the eligibility criteria as stated in the tender for qualifying the techno-commercial bid.** The complete set of tender documents is available on websites [www.cementcorporation.co.in](http://www.cementcorporation.co.in), [www.eprocure.gov.in](http://www.eprocure.gov.in). and [www.mstcecommerce.com/eprochome/cci](http://www.mstcecommerce.com/eprochome/cci) of MSTC Ltd.

E-TENDER NO.	CCI/Corporate office/2/16-17/ET/8
MODE OF TENDER	e-Procurement System (Online Part A - Techno-Commercial Bid and Part B - Price Bid) through <a href="http://www.mstcecommerce.com/eprochome/cci">www.mstcecommerce.com/eprochome/cci</a> of MSTC Ltd.
Date of NIT available to parties to download	From 25.05.2016(10.00 hrs.) Till 24.06.2016 (17.00 hrs.)
i) Earnest Money Deposit	Rs. 2,00,000/- in the form of Demand Draft/FDR in favour of Cement Corporation of India Limited payable at New Delhi as per Clause no.,1.0 of Part-II General terms & conditions(Annexure-IV). SSI units registered with NSIC, MSME and Public Sector Undertakings are exempted from furnishing EMD.
ii) Tender Fees	-Nil-
iii) Transaction Fee	Rs 17,175/-(Including Service Tax & other charges) Payment of Transaction fee by NEFT

	in favour of MSTC LIMITED (refer clause. No. 4 of Annexure -I). Access to bid shall be provided to bidder only after realization of correct transaction fee at MSTC end.
Last date of submission of EMD, valid SSI/NSIC/MSME certificate and other documents required as per tender terms & conditions under covering letter(Annexure-II) in Hard Copy(ies) <b>(Offline Submission)</b>	<b>22.06.2016 (17.00 hrs.)</b>  <b>22.06.2016 (17.00 hrs.)</b>
Last date of submission of Transaction fee through RTGS in favors of <b>MSTC Limited, Kolkata.</b>	
Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and Price Bid at www.mstcecommerce.com/eprochome/cci	<b>From 25.05.2016 (10.00 hrs.) Till 28.06.2016 (15.00 hrs.)</b>
Date & time of opening of Part-A (i.e. Techno-Commercial Bid) Part-B Price Bid: Date of opening of Part-B i.e. price bid shall be informed separately	<b>28.06.2016 at 15.30 hrs.</b>  To be communicated separately.
Validity of bids	120 days from the date of the techno-commercial bid opening.

Offer is invited for the supply of following material on FIRM & FOR destination basis as per details given below: -

**SCHEDULE OF MATERIAL:-**

NIT No.	Name of the item	Quantity (in MT)					
		Sl. no	Mn. Steel Castings of	Bokajan	Rajban	Tandur	Total
6(5)/15-MM O	Mn. Steel Castings of Gr.I (Simple & Intricate), Gr.III and Gr.IV as per Part-IV(Annexure-VI)Technical specifications.	1	Gr.I (simple)	68.73	28.86	8.96	106.55
		2	Gr.I (Intricate)	36.80	9.12	nil	45.92
		3	Gr.III (simple)	nil	nil	110.55	110.55
		4	Gr.IV	6.05	9.99	1.24	17.28
		5	Drag Chain Link	4.13	nil	nil	4.13
			<b>Total</b>	<b>115.71</b>	<b>47.97</b>	<b>120.75</b>	<b>284.43</b>

- 1) Only those tenders will be considered who fulfill the terms & conditions mentioned in the tender documents.
- 2) Only those tenders shall be considered who deposit the earnest money, tender cost and transaction fee by due date.
- 3) The price- bid should be only as per CCI's price - bid format otherwise the tender is liable for rejection.

**List of Annexure**

**The tender documents comprise of following:-**

Annexure-I	Important Instructions to Bidders
Annexure-II	Covering letter which must be submitted by tenderer duly filled in.
Annexure-III	Part-I - Instruction to tenderers
Annexure-IV	Part-II- General terms & conditions
Annexure-V	Part-III- Special terms & conditions
Annexure-VI	Part-IV- Technical specifications
Annexure-VII	Price Bid Proforma (Price schedule) to be submitted duly filled in on-line as Part-B. Cost break up rates quoted may also be furnished.

## Important instructions for E-procurement

This is an e-procurement event of CEMENT CORPORATION OF INDIA. The e-procurement service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700 020.

You are requested to read the tender terms & conditions (**Annexure- II, III, IV, V, VI & VII**) of this tender before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

<p>1.</p>	<p>Process of E-tender :</p> <p>A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p><b>SPECIAL NOTE: THE PRICE BID AND THE TECHNO-COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT <a href="http://www.mstcecommerce.com/eprochome/cci">www.mstcecommerce.com/eprochome/cci</a></b></p> <p>1).Vendors are required to register themselves online with <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a>→ e-Procurement →PSU/Govt Depts →Register as Vendor under CCI- Filling up details and creating own user id and password→ Submit.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>In case of any clarification, please contact CCI/MSTC, (before the scheduled time of the e-tender).</p> <p><b>Contact person (Cement Corporation of India):</b></p> <table style="width: 100%; border: none;"><tr><td style="width: 50%; vertical-align: top;">1. General Manager (MM), Landline: 011-30482526, Mobile: 07838733036,</td><td style="width: 50%; vertical-align: top;">2. Senior Manager(MM), Landline : 011 - 30880183, 011 - 26288487, Mobile : 09873277104, Email : <a href="mailto:mm_co@cementcorporation.co.in">mm_co@cementcorporation.co.in</a></td></tr></table> <p><b>Contact person (MSTC Ltd):</b></p> <table style="width: 100%; border: none;"><tr><td style="width: 50%; vertical-align: top;">1. Mr Umesh Chandra, Deputy. Manager (NRO) Mobile: 09971668889 Landline : 01132068276 Email: <a href="mailto:umesh@mstcindia.co.in">umesh@mstcindia.co.in</a></td><td style="width: 50%; vertical-align: top;">2. Mr Shishupal Yadav Jr.Manager(NRO) Mob: 08826562675 Landline: 011-23217850 Email : <a href="mailto:syadav@mstcindia.co.in">syadav@mstcindia.co.in</a></td></tr></table> <table style="width: 100%; border: none;"><tr><td style="width: 50%; vertical-align: top;">3. Mr. Arindam Bhattacharjee</td><td style="width: 50%; vertical-align: top;">4. Mr. Sabyasachi Mukherjee</td></tr></table>	1. General Manager (MM), Landline: 011-30482526, Mobile: 07838733036,	2. Senior Manager(MM), Landline : 011 - 30880183, 011 - 26288487, Mobile : 09873277104, Email : <a href="mailto:mm_co@cementcorporation.co.in">mm_co@cementcorporation.co.in</a>	1. Mr Umesh Chandra, Deputy. Manager (NRO) Mobile: 09971668889 Landline : 01132068276 Email: <a href="mailto:umesh@mstcindia.co.in">umesh@mstcindia.co.in</a>	2. Mr Shishupal Yadav Jr.Manager(NRO) Mob: 08826562675 Landline: 011-23217850 Email : <a href="mailto:syadav@mstcindia.co.in">syadav@mstcindia.co.in</a>	3. Mr. Arindam Bhattacharjee	4. Mr. Sabyasachi Mukherjee
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3. Mr. Arindam Bhattacharjee	4. Mr. Sabyasachi Mukherjee						



	term, will not have the access to online e-tender.
5.	<p>In case of failure to access the payment towards EMD for any reason, the vender, in term, will not have the access to on line e-tender and no correspondence in this respect will be entertained and CCI will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of EMD through separate DD/FDR well in advance and verify completion of transaction in respect of EMD.</p> <p>Vendors are instructed to use <b>Upload Documents</b> link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through <b>Attach Document</b> link against the particular tender. For further assistance please follow instructions of vendor guide.</p>
6.	All notices/corrigenda and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by CCI. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
7.	The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.
8	E-tender cannot be accessed after the due date and time mentioned in NIT.
9.	<p><b>Bidding in e-tender:</b></p> <ol style="list-style-type: none"> <li>a. Bidder(s) need to submit necessary EMD and Transaction fees to be eligible to bid online in the e-tender. Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by CCI.</li> <li>b. The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</li> <li>c. The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement → PSU/Govt Depts → Login under CCI → My menu → Auction Floor Manager → live event → Selection of the live event</li> <li>d. The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same .After that clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his Techno-commercial bid.</li> <li>e. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid &amp; price bid has been saved, the bidder can click on the "Submit" button to register their bid</li> </ol> <p><b>NOTE:</b> - The Techno-Commercial Bid &amp; price bid cannot be revised once the submit button has been clicked by the bidder.</p> <ol style="list-style-type: none"> <li>a. In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</li> </ol>

	<p>b. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</p> <p>c. The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned above.</p> <p>d. All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter <b>SUPPLIER</b>.</p> <p>e. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>f. Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>g. No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms &amp; conditions for the tender.</p> <p>h. Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p>
10.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11.	No deviation to the technical and commercial terms & conditions are allowed.
12.	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature
13.	CCI has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
14.	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <a href="http://www.mstcecommerce.com/eprochome/mstc">www.mstcecommerce.com/eprochome/mstc</a> of MSTC Ltd.
15.	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
16.	The bid will be evaluated based on the filled-in technical & commercial formats.
17.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
18.	<b>Bidders are requested to read the vendor guide and see the video in the page <a href="http://www.mstcecommerce.com/eprochome">www.mstcecommerce.com/eprochome</a> to familiarize themselves with the system before bidding.</b>

**For and on behalf of CCI Ltd.**

General Manager (MM)

**Annexure-II**

COVERING LETTER WHICH MUST BE SUBMITTED BY THE TENDERER DULY FILLED IN, SIGNED AND STAMPED IN SEALED ENVELOPE SUPERSCRIBED WITH NIT NO. . 6(3)/15-MMO. SO AS TO REACH US BY 15.02.2016 AND ALSO SCANNED COPY TO BE UPLOADED ON-LINE.

Ref.....

Date: .....

SPEED POST/COURIER

To  
The General Manager (MM)  
Cement Corporation of India Ltd.,  
C.C.I House,  
87, Nehru Place  
NEW DELHI-110 019

**SUB: Submission of On-Line Tender for supply of Mn. Steel Castings of different Grades ( Gr.I, Gr.III, Gr.IV and Drag. Chain Links as per drgs. to our Bokajan (Assam), Rajban (H.P.) and Tandur (A.P.) units.**

REF: Your NIT No. **6(5)/15-MMO Dated: -----**

Dear Sir,

With reference to your tender for the above supply, We/I hereby submit our / my tender on-line in two Parts i.e.; Part-A Techno- commercial bid and Part-B Price-bid as per NIT and instructions in the tender documents.

**Part-A: Techno-Commercial Bid:**

**(a) On-Line Submission (Soft Copy)**

The following documents duly filled in, signed digitally and stamped are uploaded On-Line through [www.mstcecommerce.com/eprochome/cci](http://www.mstcecommerce.com/eprochome/cci) of MSTC Ltd.

1. Your terms and conditions in Part I, II, III & IV duly signed digitally and stamped on each page in token of acceptance of the same in its entirety.
2. Certificate of manufacture from DIC/ NSIC showing the capacity of the plant. The documents showing number of furnaces with their capacities has also been attached.
3. Performance certificates from reputed cement industries or thermal power plants issued against orders executed during last 3 years.
4. Certificate whether any officer of your Corporation is related to me/us or not (Annexure `B`)
5. List of unexecuted orders in hand as per (Annexure C)
6. Additional information to be furnished (Annexure D)
7. Details of Plant & Machineries installed (Annexure D1). The documents of all furnaces showing their capacities are enclosed.



8. *Details of testing facilities installed (Annexure D2). Documents showing the possession of following equipment are enclosed-*
  - (i) *Optical emission vacuum spectrometer with computer control for checking the chemical composition*
  - (ii) *Rockwell hardness testing machine or brinell hardness testing machine for testing the hardness.*
9. Details of orders executed, including CCI during last 3 years (Annexure D3). The copies of orders to fulfill the eligibility criteria are enclosed.
10. Freight element by rail (Annexure 1B) – Not applicable
11. Freight element by road (Annexure 1C)
12. Modvat Credit – ( Annexure E )
13. Certified that our capacity is ..... MT per month (as per documents submitted) for manufacturing of the subject product and we can offer .....MT per month to CCI & our commencement period will be ..... weeks from the placement of indent-cum-delivery schedule.
14. The turn over for 2013-14, 2014-15 and 2015-16 in Rs.( Crore) as per the Audited Balance –sheet and Profit and Loss account.

**(b) Off-Line submission(Hard Copy)**

The following documents duly signed and stamped are enclosed here with.

1. Earnest money of Rs.2,00,000/- (Rupees two lakhs) in the form of FDR/Bank Draft No..... dated .....in favour of Cement Corporation of India Ltd. payable at New Delhi.
2. Tender Fees - Nil.
3. A copy of our/my Latest Income Tax Return and PAN card.
4. Partnership Deed/Memorandum of Articles of Association by partnership firms/companies duly attested. In case of partnership deed, the same is registered/not registered.
5. Copies of last three years audited Balance sheets and Profit & Loss A/cs.
6. Copies of Performance Reports from the Customers.
7. Copy of foreign collaboration, if applicable.
8. Reference from the Bankers indicating Financial status of the company.
9. The certificate from the appropriate Govt. Authority certifying that you are the manufacturer of items for which offer is submitted.
10. Copies of orders/contracts under execution and executed including CCI during last three years.

**Part-B: Price bid:** submitted on-line as per “**PRICE BID**” format.

We/I hereby declare that We/I have not been debarred from tendering for contracts in any of the departments of Govt./Semi Govt./Public Sector Undertaking and Local Bodies.

We/I certify that the information given by us/me in the tender documents is correct and if at any stage the same is found to be incorrect, the contract will be liable to be terminated/rescinded and action may be taken against us/me by the Corporation for damages.

We are/I am duly authorized/empowered to sign all the tender documents.

- a) Name of the Tenderer.....
- b) Full Postal Address: .....  
.....  
.....
- c) Telegraphic Address/Telex/Fax.....
- d) Phone: Office.....Residence.....
- e) E-mail .....

Yours faithfully,

(SIGNATURE OF THE TENDERER WITH

SEAL)

WITNESS (NAME & ADDRESS)

1-----

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2-----

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**CEMENT CORPORATION OF INDIA LTD.  
(A GOVT.OF INDIA ENTERPRISE)**

**PART-I: INSTRUCTIONS TO TENDERER:**

**1. GENERAL:**

- a) The tender should be addressed to the officer who has invited the tenders.
- b) Any offer made in response to this tender, when accepted by the Cement Corporation of India Ltd., will constitute a contract between the parties.

**2. SUBMISSION OF TENDER:**

- 2.1 Two-Part Bid procedure in electronic form shall be adopted for preparation, submission and evaluation of the bids. The bid submitted should be digitally signed by the bidder. Soft copy of the bids (Techno-Commercial Bid and Price Bid) shall be uploaded through the portal [www.mstcecommerce.com/eprochome/cci](http://www.mstcecommerce.com/eprochome/cci) on or before the submission time and date as stipulated in the bidding document.

The bidder shall prepare the bid and submit the bid online on “**Electronic Tendering System**” in following manner.

**Part-A: Techno-Commercial Bid:**

**(a) On-Line Submission (Soft Copy):**

The following documents duly filled in, signed digitally and stamped to be uploaded

On-Line through [www.mstcecommerce.com/eprochome/cci](http://www.mstcecommerce.com/eprochome/cci) of MSTC Ltd.

1. The scanned copy of covering letter (Annexure-II)
2. The tender terms and conditions Part I, II, III & IV duly signed digitally and stamped on each page in token of acceptance of the same in its entirety.
3. Certificate of manufacture from DIC/ NSIC showing the capacity of the plant. The documents showing number of furnaces with their capacities has also been attached.
4. Performance certificates from reputed cement industries or thermal power plants issued against orders executed during last 3 years.
5. Certificate whether any officer of your Corporation is related to me/us or not (Annexure `B`)
6. List of unexecuted orders in hand as per (Annexure C)
7. Additional information to be furnished (Annexure D)

8. Details of Plant & Machineries installed (Annexure D1). The documents of all furnaces showing their capacities are enclosed
9. *Details of testing facilities installed (Annexure D2). Documents showing the possession of following equipment are enclosed-*
  - (i) *Optical emission vacuum spectrometer with computer control for checking the chemical composition*
  - (ii) *Rockwell hardness testing machine or brinell hardness testing machine for testing the hardness.*
10. Details of orders executed, including CCI during last 3 years (Annexure D3). The copies of orders to fulfill the eligibility criteria are enclosed.
11. Freight element by rail (Annexure 1B) – Not applicable
12. Freight element by road (Annexure 1C)
13. Modvat Credit – ( Annexure E )
14. Certified that our capacity is ..... MT per month (as per documents submitted) for manufacturing of the subject product and we can offer .....MT per month to CCI & our commencement period will be ..... weeks from the placement of indent-cum-delivery schedule.
15. The turn over for 2012-13, 2013-14 and 2014-15 in Rs.( Crore) as per the Audited Balance –sheet and Profit and Loss account.

**(b) Off-Line submission(Hard Copy):**

The following documents duly signed and stamped are to be submitted off-line.

1. The covering letter (Annexure-II) duly signed and stamped in original.
2. Earnest money of Rs.2,00,000/- (Rupees two lakhs) in the form of FDR/Bank Draft No..... dated .....in favour of Cement Corporation of India Ltd. payable at New Delhi.
3. Tender Fees – Nil.
4. A copy of Latest Income Tax Return and PAN card.
5. Partnership Deed/Memorandum of Articles of Association by partnership firms/companies duly attested. In case of partnership deed, the same is registered/not registered.
6. Copies of last three years audited Balance sheets with Profit & Loss A/cs.
7. Copies of Performance Reports from the Customers.
8. Copy of foreign collaboration, if applicable.
9. Reference from the Bankers indicating Financial status of the company.

10. You should enclose the certificate from the appropriate Govt. Authority certifying that you are the manufacturer of items for which offer is submitted.
11. Copies of orders/contracts under execution and executed including CCI during last three years.

**Part-B: Price bid:** To be submitted on-line as per “**PRICE BID**” format only.

2.2 Other conditions:

- i) The tenderer has/have to declare that he/they have not been debarred from tendering for contracts in any of the departments of Govt./Semi Govt./Public Sector Undertaking and Local Bodies.
- ii) The tenderer has to certify that the information given by him/them in the tender documents is correct and if at any stage the same is found to be incorrect, the contract will be liable to be terminated/rescinded and action may be taken against him/them by the Corporation for damages.
- iii) In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof. In the event of the absence of any partner, it must be signed on his behalf by a partner holding power of attorney authorizing to do so.
- iv) In the case of a company, the tender should be signed in the manner as laid down in the said Company’s Article of Association.
- v) A true copy of the partnership deed (and Articles and Memorandum of Company) duly attested should be furnished.
- vi) Tenders received after the specified time & date are liable for rejection.
- vii) Tenders not submitted in the prescribed formats and not completed in all respect are likely to be rejected.
- viii) The tender documents are non-transferable. Only those firms can participate in whose name the tender has been sold.
- ix) Tenderers shall not be entitled to claim any costs, charges, expenses or incidentals for or in connection with the preparation and submission of their tenders even though the Corporation may decide to withdraw the “Invitation of Tender” or reject any/all tender(s) without assigning any reasons thereof.
- x) Tenderer must submit copy of his Latest Income Tax Return and PAN card.

3. OPENING OF TENDER:

**Part-A Techno-Commercial bid** will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.

**Part-B Price bid** will be opened electronically of only those bidder(s) whose Part-A Techno-Commercial Bid is found to be Techno-Commercially acceptable by CCI. Such bidder(s) will be intimated date of opening of Part-B Price bid, through valid email confirmed by them.

4. **CLEAR UNDERSTANDING :**

When a tenderer submits his tender in response to this tender documents, he will be deemed to have understood fully about the requirement, terms and conditions. No extra payment will be made or any other claim whatsoever entertained on the pretext that the tenderer did not have a clear idea of any particular point(s)

5. **VALIDITY OF OFFER:**

Tender shall remain open for acceptance for 120 days or as may be specified from the date of opening of commercial bid. No revision/modification in the tendered rate will be allowed during the period of original validity of tender or the extended period except for any reduction/ revision as may be asked for specifically by CCI during negotiations.

6. **REFERENCE LIST:**

The tenderer(s) should submit along with their tender(s) the list of unexecuted orders in hand, if any, for same/similar jobs and period by which jobs are proposed to be completed (Proforma enclosed Annexure 'C')

7. **AWARD OF CONTRACT:**

a) The Corporation reserves the right:

i) To accept in its sole and unfettered discretion any tender for whole or part quantities/ part work or to reject any or all tenders without assigning any reasons thereof and without entitling the tenderer to any claim whatsoever.

ii) To award the contract to one or more number of firms, either at equal price or on different prices.

iii) To enter into parallel contracts simultaneously or at any time during the period of the contract with one or more tenderer(s) as the Corporation may deem fit.

iv) To place adhoc order simultaneously or at any time during the period of the contract with one or more tenderer(s) for such quantity and for such jobs as the Corporation deem fit.

b) Normally no price negotiation will be conducted. Tenderers are advised to quote lowest rates on firm basis in their offers.

c) Firms which have failed to fulfil earlier contractual obligations may not be considered.

d) If no separate agreement has been signed by the parties to the contract, the LOI/ Order resulting from this tender including all negotiation and detailed order to be issued subsequently, with its terms and conditions and stipulation as agreed to by

the tenderer and to the extent modified during negotiations, constitutes the contract agreement relating to the work between the successful tenderer and the Corporation and the parties shall be bound by the terms and conditions and all provisions of this contract.

- e) The Corporation does not bind itself to accept the lowest or any tender to assign any reason for non-acceptance of the same.
  - f) The Corporation shall mean and include the administrative and executive officers of its Corporation Office at New Delhi as well as of factories/ projects as the case may be who are identified to deal with matter relating to this contract on its behalf.
8. In case of the due date of sale/ submission/opening of tender falling on Government holiday(s), the succeeding working day/date will be treated as due day/date automatically. However, the time will remain unchanged.
  9. The tenderer should have adequate experience in the related field and should furnish supporting documents giving details of similar job executed during last three years.
  10. The tenderers should meet the eligibility criteria as specified at Annexure-v (special terms and conditions of the tender) and submit the relevant documents as desired therein.

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## **Annexure - IV**

### **CEMENT CORPORATION OF INDIA LTD (A GOVT. OF INDIA ENTERPRISE) PART-II: GENERAL TERMS AND CONDITIONS**

#### **1.0 EARNEST MONEY DEPOSIT:**

- 1.1 All tenderers including those registered with the Corporation should furnish earnest money, as specified, by way of Bank Draft or Fixed Deposit Receipt (FDR) in favour of Cement Corporation of India Limited payable at New Delhi. Tender received without the Earnest money deposit, as specified in the tender, will be liable for rejection. Any other money held by or pending with the Corporation against any other contract will not be generally adjusted/ treated as EMD for this tender.
- 1.2 Earnest money will be forfeited if the rates are revised/or modified upward during the validity period or extended period. Earnest money will also be forfeited if the security deposit is not furnished within 15 days from the date of LOI or work not started after acceptance of the tenderer's offer by CCI.
- 1.3 The Earnest money deposit will not bear any interest.
- 1.4 The Earnest money deposit of successful tenderers would be adjusted towards the Security deposit and that of others will be refunded, except in the cases mentioned in 1.2 above and mentioned in Clause 2.3 below.
- 1.5 Public Sector Undertakings (Central/State) and SSI units registered with NSIC and MSME are exempted from submission of Earnest money deposit. The MSME and SSI units shall furnish a documentary proof to the effect that they are registered with NSIC along with the tender documents.

#### **2.0 SECURITY DEPOSIT:**

- 2.1 The amount of Security deposit as specified in the terms and conditions of the tender/LOI shall be deposited by the successful tenderers within 15 days of acceptance of offer i.e. issue of Rate Contract/P.O.
- 2.2 Failure to furnish Security Deposit in accordance with the conditions of the tender i.e. within 15 days of the acceptance of offer/issue of Rate Contract/P.O. will be considered to be breach of contract which would give the Corporation the right to terminate the contract and forfeit the EMD amount. For such breach of contract, the Corporation will also be entitled to take any other course of action against the successful tenderer as it may deem fit like stoppage of business dealings/ debarring from tendering, etc.
- 2.3 The Security deposit may be made either by bank draft or bank guarantee in favour of Cement Corporation of India Ltd. from any nationalized bank in the prescribed form valid for a 6 months beyond the date of completion of contract with a further claim period of 3 months. The Earnest money deposit in the form of bank draft will be adjusted towards portion of security deposit, in the case of successful bidder.



- 2.4 If work is not started after acceptance of tenderer's offer, EMD/SD will be forfeited.
- 2.5 In the event of any approved upward revision in the value of the contract the successful tenderer will, on receiving intimation, make further deposit as specified by the Corporation towards the increased value of the contract.
- 2.6 The security deposit will not bear any interest. The Corporation reserves the right to adjust security deposit towards any amount due to it from the successful tenderer against this contract or against any other contract with this Corporation and in such an event the successful tenderer on receipt of notice from the Corporation shall make further deposit to restore the security deposit to the full amount.
- 2.7 The security deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Corporation, should the successful tenderer either fail to complete the jobs assigned to him/them as per agreed time schedule or to fulfil his/their contractual obligations or to settle in full his/their dues to the Corporation.
- 2.8 The Corporation is empowered to deduct from the security deposit or from any other outstanding amount any sum that may be fixed by the Corporation as being the amount of loss or losses or damages suffered by it due to delay in performance or non-performance of any of the conditions of the tender/contract. The Corporation will, however, not be bound to prove any demonstrable loss or damages suffered
- 2.9 The Corporation shall have a lien over all or any money that may become due and payable to the contractor under this contract or any other contract or transaction of any other nature either all alone or jointly with other and unless the Contractor pays and clears the claim of the Corporation immediately on demand, the Corporation shall be entitled at all times to deduct the said sum due from the contractor from any money/security deposit with which may have become payable to the contractor or may become due at any future date under this contract or any other contract or transaction whatsoever between the contractor and the Corporation without prejudice and in addition to the other rights of the Corporation to recover the amount of any such claim by other remedies legally available.
- 2.10 Bank Guarantee as required under this contract or agreed to against any advance made by the Corporation/ contract performance/equipment performance/ guarantee etc. shall be extended by the Contractor whenever so required by the Corporation and without any question for covering the period of completion and finalisation of work, performance etc. Failure to do so shall entitle the Corporation to encash the bank guarantee against it towards any dues, recoveries L.D. etc.

**3.0 MEMBER OF THE CORPORATION NOT INDIVIDUALLY LIABLE:**

No Director or official or employee of the Corporation shall in any way be personally bound or liable for acts or obligations of the Corporation under the contract or answerable for any default or omission in observance or performance of any of the acts, matters or things which are herein contained.

#### **4.0 CORPORATION NOT BOUND BY PERSONAL REPRESENTATION:**

The contractor shall not be entitled to any increase in the rates or any other right or claim whatsoever by reason of any representations, explanation or statement or alleged representation, promise or assurance given or alleged to have been given by any employee of the Corporation.

#### **5.0 NON-PERFORMANCE OF CONTRACT/CANCELLATION OF CONTRACT/RIGHT OF THE CORPORATION:**

- 5.1 The Corporation reserves the right to cancel the contract if the contractor fails to carry out the jobs assigned to him as per contract and as per the instructions given by authorized representative of the Corporation. In addition, Corporation may also take any other remedial measures in such an event as described hereunder.
- 5.2 Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the tenderers, their partners agents or servants to any officer servant or representative of the Corporation for obtaining or for execution of this or any other contract or for receiving payments under the contract shall in addition to the criminal liability he may incur will subject to tenderer to cancellation and the Corporation shall be entitled to deduct the amount so payable from any money otherwise due to the tenderer under this or any other contract. Any question or dispute as to whether the tenderers have incurred any liability under the clause shall be settled by the Corporation in such manner and on such evidence of information as it may deem fit and sufficient and the Corporation decision in this regard shall be final and conclusive.
- 5.3 In case of any compelling circumstances or for any other reasons and in the opinion of the Corporation, the contract needs to be determined and terminated at the stage during the execution, the Corporation shall be entitled to do so, giving one month's notice in writing. In such an eventuality, no compensation whatsoever for any arrangement is made by the contractor or for any liabilities incurred by him or any consequential loss will be payable by the Corporation except the payment for work actually done at contracted rates, after making good all dues recoveries L.D. if any etc. CCI also reserves its right to suspend the contract for any compelling reasons if in the opinion of the Corporation it is so required. In such an eventuality, the time of completion will be extended to the extent of suspension period but no claim whatsoever for any damages, increase in rates, idle wages machinery etc. will be payable to the contractor.
- 5.4 The Corporation also reserves the right to make risk purchase from the open market by tender or by any other mode of purchase at the risk and cost of supplier in respect of such quantities that the supplier fails to deliver in accordance with the schedule of delivery agreed to, after giving due notice to the supplier.

## **6.0 SUB-LETTING OF CONTRACT:**

The contractor shall not sublet or assign this contract or any part thereof without obtaining prior written permission of the Corporation. In the event of the contractors subletting or assigning the contract or any part thereof without such permission, the Corporation shall have the right to rescind the contract and contractor shall be liable to the Corporation for any loss or damage which the Corporation may sustain in consequence or arising out of such cancellation. Even, in case subletting is permitted by the Corporation the party to whom subletting is proposed, will be subject to approval of the Corporation. However, the Corporation will not recognize any contractual obligations with the persons or party to whom the contract has been sublet including compensation under workman's compensation Act and the Contractor will be held responsible for the satisfactory, due and proper fulfillment of the contract.

## **7.0 CHANGES IN CONSTITUTION:**

- 7.1 Where the contractor is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the Corporation which may be granted only upon furnishing of a written undertaking by the partner to perform the contract and accept all liabilities incurred by the firm and under the contract prior to the date of such undertaking.
- 7.2 On the death or retirement of any partner of the Contractor's firm before complete execution and performance of the contract, the Corporation may, at its option rescind the contract and in such case the contractor shall have no claim, whatsoever, for compensation of any kind, consequential loss etc. against the Corporation.
- 7.3 Without prejudice to any of the rights or remedies under this contract, if the contractor is a proprietorship concern and proprietor dies during the subsistence of the contract, the Corporation shall have the option to terminate the contract without paying compensation of any kind consequential loss etc. to any claimant i.e. legal heirs and successors.

## **8.0 FORCE MAJEURE CONDITIONS:**

- 8.1 If any time during the continuance of the agreement/contract it becomes impossible by reasons of war, or war like operations, strikes, lock-outs, riots, civil commotion, epidemical sickness, pestilence, earthquake, fire, storm, or floods, the contractor shall during the continuance of such contingencies, not be bound to execute the contract during this period as per agreement/ contract time schedule. The work shall be resumed immediately the contingencies has have ceased or otherwise determined and contractor's obligations shall continue to be in force for correspondingly extended period after the resumption of execution. The contractor shall however, inform the corporation by registered post about such acts at the beginning and end of the above causes of delay within ten days of occurrence and ceasation of such force majeure conditions.

- 8.2 In the event of delay lasting over one month, if arising out of cause of force majeure the Corporation reserves the right to cancel the order/ contract without any compensation whatsoever, and/or any consequential loss etc.
- 8.3 Only events of Force Majeure which affect the work at the time of its occurrence shall be taken into cognizance. The Corporation shall not be liable to pay any extra costs or increased rates due to delay under Force Majeure conditions. Only appropriate extension of time will be granted.

**9.0 NOTICE:**

- 9.1 Any notice hereunder may be served on the contractor by registered post/ mail at his last known address. Proof of issue of any such notice at this address shall be conclusive proof of having received the notice by contractor.

**10.0 DISPUTE UNDER THIS CONTRACT AND ARBITRATION:**

- 10.1 In the event of any question/ dispute, breach or difference arising in respect of the meaning and scope of terms & conditions herein or in connection with any matter under this agreement (except for those matters which are to be decided as per provisions made in these terms & conditions), the same shall be referred to the Chairman-cum-Managing Director of Cement Corporation of India Limited for appointment of a Sole Arbitrator. There will be no objection if the Arbitrator so appointed is or was an employee of the Corporation and whether he had at any time in discharge of his duties as an employee had expressed views on all or any of the matters in dispute or difference or dealt with the matter in substance. The Arbitrator shall give award with reasons in respect of each claim, dispute or difference referred to him in the event the value of the dispute(s) exceeds Rs.50,000/-. The award of the Arbitrator shall be final and binding on the parties to this contract.
- 10.2 Subject to aforesaid the Arbitration & Conciliation Act, 1996 and the rules made thereunder and any statutory modifications thereof for the time being in force shall apply to the arbitration proceedings under this clause.
- 10.3 The work under the contract shall be continued uninterrupted during the pendency of the arbitration proceedings and no payment due from one to the other parties therein shall be withheld on account of pendency of such proceedings unless such payment related to the matter under arbitration.
- 10.4 The venue of the arbitration shall be New Delhi or such other place as the arbitral tribunal at his discretion may determine.

**11.0 JURISDICTION:**

- 11.1 It is hereby agreed by the parties here to that only courts at New Delhi/ Delhi shall have Jurisdiction to decide or adjudicate upon any dispute which may arise out of or be in connection with this agreement.

**12.0 LAWS GOVERNING THE CONTRACT:**

12.1 This contract shall be governed by the laws of Union of India in force.

**13.0 WAIVER NOT TO IMPAIR THE RIGHT OF THE CORPORATION:**

13.1 Any delay in exercising or omission to exercise any right, power or remedy accruing to the corporation upon any default under this contract shall not impair any such right, power or remedy or shall be construed to be inaction of the Corporation in respect of any such default or any acquiescence by the Corporation effect or impair any right, power or remedy of the Corporation under this contract.

**14.0 CONDITION GIVEN BY THE TENDERER:**

14.1 With the acceptance of the terms and conditions described in this tender any terms and conditions given by the tenderers contrary to those conditions shall be treated as withdrawn by the tenderer(s).

**15.0 OTHER COMMERCIAL TERMS AND CONDITIONS**

**15.1 PRICES:**

- a) Prices quoted shall be firm during the tenure of the contract and shall be inclusive of packing, forwarding charges and on F.O.R./F.O.T. station of dispatch/ destination.
- b) Any statutory levy / variation in the excise duty, Cess on ED sales tax and entry tax etc. on the items ordered (final finished items for which rates are quoted) at the rates prevailing on the date of scheduled delivery or at the rates prevailing on the date of supply whichever is lower, shall be borne by the Corporation. However, supplier has to furnish documentary evidence i.e. Notification for such levy/variation.
- c) Prices are to be quoted on firm basis and there shall be no variation of the same during the period of contract unless specifically agreed to and provided in the contract.
- d) If the dispatches are made within the scheduled time, prices as per the contract will be payable. However, if the dispatches are delayed, the Corporation will have the option to either charge liquidated damages or rate difference calculated on the basis of prices pertaining to the schedule date of dispatch and/or prices applicable to the actual date of dispatch i.e. prevailing rate, whichever is higher i.e. ordered value minus liquidated damages or prevailing rate whichever is lower, will be paid. However, extension in the validity of the contract will be required if the dispatches are made after expiry of the contract. If at any time, during the said period, the supplier reduces the sale price of such stores or sell such stores to any other person at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale to the Corporation and the price payable under the contract for the stores supplied after the date of coming into force such reduction or sale, shall stand correspondingly reduced.

**15.2 SALES TAX/VAT:**

The Central or State sales tax, if applicable will be paid at concessional rate on the cost of the finished goods being supplied including excise duty thereon at the rates

prevailing at the time of scheduled delivery period subject to the suppliers claiming the same as a separate item in their bill. The paying authority shall furnish 'C' form/declaration form at the time of final settlement of the bills. The supplier shall furnish the following certificate on the body of the bill claiming aforesaid amount of Sales Tax/VAT.

“It is certified that the goods, on which sales tax has been charged, have not been exempted under the Central Sales Tax Act, or the VAT/State Sales Tax Act or the rules made thereunder. The amount charged on account of sales tax on those goods are not more than what is payable under the provisions of the relevant act, or the rules made thereunder.”

“Certified further that we (our branch/or Agent) ..... address ..... are registered as dealers in the State of ..... under local Registration No. .... and in the State of ..... under Central Registration No. .... for purpose of Sales Tax/VAT.”

### 15.3 EXCISE DUTY & CESS ON EXCISE :

In case Excise duty & Cess on Excise Duty is payable on the finished goods which are to be supplied, the supplier shall record the following certificate on their bills.

“It is certified that the excise duty & cess on excise duty, on the goods on which it has been charged, has actually been paid by us and is not more than that is payable under the provisions of the relevant act, or the rules made thereunder. Excise duty gate pass should be enclosed along with the supplies and photo copy of ED gate pass should be enclosed along with copy of invoice to be forwarded to C.O. MM deptt.”

### 15.4 PACKING AND MARKING:

- a) All machinery equipments, hardware items and materials prone to deterioration shall be adequately packed to protect them against all damages, pilferage, rust etc. during transit and from atmosphere. Packing shall be adequate and suitable for transport by rail/road as required. Each package shall contain order no. and date and name of consignee.
- b) Each consignment must relate to one purchase order only. Where dispatch of material against more than one orders in a single consignment/ case is warranted, the material against each order should be packed separately. Order numbers should be visibly marked outside all packages for easy identification.
- c) Any loss, damages or pilferage in transit due to faulty/ inadequate packing or on any other account will be to the account of the supplier.
- d) All packing and forwarding charges are to be borne by the supplier.

### 15.5 DELIVERY AND LIQUIDATED DAMAGES:

- a) The successful tenderer, on receipt of Purchase Order, will finalise a detailed manufacturing schedule keeping in view the overall delivery schedule as per the order. He will indicate the completion dates of critical activities and on approval by CCI, the

same will form the basis for monitoring the progress when the items are taken up for manufacture. The copies of the schedule shall be forwarded to Inspecting Authority besides Material Management Department.

- b) LD for delay in delivery shall be levied @ ½% per fortnight or part thereof on the belated supplies against each indent subject to maximum of 5% of the delayed portion of supplies against that indent. The corporation will, however, not be bound to prove that it has suffered to the extent of LD claimed. The LD for delay in delivery shall be levied on the landed cost at CCI's units inclusive of basic prices, taxes, duties & freight etc.
- c) The time and date of delivery is the essence of the contract and the goods must be dispatched within the time and subject to the conditions specified. For such breach of contract, the Corporation will be entitled to take any other course of action against the supplier as it may deem fit like stoppage of business dealings/ debarring from tendering etc.

#### 15.6 FREIGHT:

- a) Stores, ordered for, must be dispatched in such a way that the total freight charges whether based on cubic measurement or weight should be minimum keeping in view that the underload consignment are to be avoided.
- b) The supplier shall obtain clear and unconditional Railway Receipt/ Parcel way bills/ lorry receipts from the Carriers.
- c) The supplier shall have to make arrangements for the dispatch of all over size dimensional consignments to purchaser's site and shall be responsible for taking permission, if necessary, from the concerned authorities for the movement of such oversize consignments from the station of dispatch to destination station. All expenses incurred in this connection shall be borne by the supplier.

#### 15.7 INVOICING:

- a) Two copies (one of which should be in original) of invoice, packing list/ delivery challan along with Railway receipt/ Lorry receipt/ Parcel waybill, Inspection certificate issued by the inspecting authority or similar other documents as above should be sent to the consignee. The documents as above should be sent within 72 hours from the dispatch of the consignments to avoid payment of demurrage/ wharfage. Any demurrage/ wharfage paid by the Corporation due to non/late receipt of documents will be to the account of supplier.
- b) A telegraphic intimation giving details of RR/Lorry receipt/ Parcel way bill, consignment details, such as no. of packages, weights and values shall be sent to the consignee in advance.
- c) One copy of invoice pre-receipted along with copies of packing list, delivery challan, inspection certificate issued by the inspection authority shall be sent to the paying authority. In case the dispatch documents are to be sent through bank, advance copy of the invoice shall be sent to the paying authority within 72 hours of the dispatch of the consignments.
- d) One copy of the invoice along with a copy of packing list delivery challan shall be sent to the Officer who has placed the order.

- e) If any extra charges including wharfage or demurrage are incurred in taking delivery of the consignment due to supplier's failure to observe the conditions mentioned above same will be recovered from the supplier.

#### 15.8 INSPECTION:

- i) Pre-inspection at supplier's work will be carried out by P&I Dept. of CCI/ Unit/ any other agency at the sole discretion of CCI.
- ii) All inspection calls will be issued from the works and not Sales Office with the stamp of the supplier, giving a clear notice of 21 days from the date of stamp of the Post Office when any items are offered for inspection.
- iii) Inspection will cover checking of all items being manufactured by the supplier at his own works, at the works of his sub-supplier and also of any of his bought out items.
- iv) The supplier will provide all facilities including tools, instruments and other apparatus to inspecting officer to facilitate inspection and avoid delay in work on this account.
- v) The test would normally be conducted as per BIS standards wherever available and in other cases as per prevalent engineering practices for consignments, checking of material will be done for chemical analysis, physical properties, visual inspection, non-magnetic property, test certificates and other non-destructive tests (if specified in the purchase order). Test verification of chemical composition will be done in a Govt. laboratory/ Govt. approved laboratory/any other reputed laboratory at the discretion of CCI wherever required.
- vi) The Inspector will have access to the premises/ workshop of supplier, his sub-supplier at all reasonable times to undertake inspection, take samples, take any other measurement or readings and to check the progress of any of the items.
- vii) Inspection will include checking of raw materials manufacturing procedures, stage inspection (as per stages to be indicated/ required by CCI during execution) and final inspection. All detailed records about the stage inspection will always be kept by the manufacturer and CCI inspector will be at liberty to check those records on demand.
- viii) For any sub contracted items, supplier will inspect them himself before offering them to CCI for inspection. In this regard, the supplier will submit his inspection report along with all documents while giving inspection call for sub-contracted items.
- ix) The supplier will immediately on receipt of the order, draw an inspection plan with CCI for identifying the stages at which checking is to be done to meet with CCI's requirements.
- x) Final inspection will be carried out when the material/equipments are ready in all respect preferably before painting. The extent and type of inspection will depend upon type of equipment/ item and its function in general and will include items like checking of critical dimensions, physical tests, straightness/ flatness and surface finish, checking of hardness of components, carrying out load/ no load trials, dynamic/ static balancing, leakage and hydraulic tests contract impression, tooth profile and back lash etc.
- xi) The manufacturer will supply to the inspector all test certificates and records of their own internal inspection at the time of final inspection. These will include manufacturing records, destructive and non destructive tests, impulse test etc.
- xii) If the inspector has advised the supplier to do certain rectification before dispatch of materials, these instructions will be carried out and materials will not be dispatched without these rectifications. Inspection by CCI inspectors will not absolve the supplier from his responsibility regarding the quality of materials supplied by him or his sub-



- contractors/ sub-suppliers. CCI will have the right to reject the materials if after their receipt at site, it is found that the rectifications advised by CCI were not carried out or the items do not give the specified performance as per the specifications and the guarantees.
- xiii) For long delivery items, the supplier will send a monthly progress report indicating the latest status of each item/assembly to enable CCI to know the progress of work.
  - xiv) Notwithstanding the stage/final inspection done at the works of supplier, CCI reserves the right to inspect or test the goods at its destination site and any defects/short-comings noticed will be made good by the supplier/work as per contracted time schedule, at his own expenses.
  - xv) CCI reserves the right to inspect any bought out item and in this regard the supplier will submit all necessary records, data and documents so as to enable CCI inspector to undertake inspection.
  - xvi) No material will be dispatched under any circumstances without clearance from CCI Corporate Office.
  - xvii) All costs involved in connection with inspection/testing will be borne by the supplier.

#### **15.9 WARRANTY REGARDING QUALITY OF MATERIALS SUPPLIED:**

- a) Supplier shall guarantee that all the items supplied by them whether manufactured by them or their sub-contractor or purchased from any other source and supplied to the corporation shall be new and free from all defects arising due to defective material or manufacturing defects. Items supplied shall be first class workmanship with effective design.
  - b) The supplier shall warranty to replace, rectify or repair free of cost at the factory site, the component or part of item proved to have become unserviceable due to any of the above defects within period of 12 months from the date of use of the material or 18 months from the date of dispatch of item(s) whichever is earlier. In the event of the supplier not complying with the above within a reasonable time, the corporation will have the option to rectify/repair or replace the defective part(s)/component after giving three weeks notice to the supplier and recover the cost from the supplier.
16. CCI reserves the right to request for diversion of dispatch of materials to any of its other units. Difference in taxes, duties and freight charges if any, shall be borne by CCI.
17. In the event of negotiations, only downward revision of rates will be allowed. Any change in techno-commercial terms as agreed earlier, will not be permitted at this stage. Hence any qualifying remarks in the price bid revised/ negotiated offer will not be entertained and shall render the tender liable for rejection and forfeiture of earnest money deposit.
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CEMENT CORPORATION OF INDIA LTD  
NEW DELHI

ANNEXURE – 'B'

I declare that the following officer of the Corporation are related to me/ no officer of the Corporation is related to me:

S.No.	Name of the Officer	Post held	Place of posting
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Signature of tenderer  
(Name / full address with seal)

CEMENT CORPORATION OF INDIA LTD  
NEW DELHI

ANNEXURE – ‘C’

UNEXECUTED / PRESENT CONTRACTS / JOBS IN HAND

S.No.	Name of client	Nature of work	Tonnage	Approx. value of contract	Date of contract	Stipulated date of start
completion				(Rs. In lakhs)		
-----	-----	-----	-----	-----	-----	-----

Signature of tenderer  
(Name / address with seal )

Place:

Date:

CEMENT CORPORATION OF INDIA LIMITED

NEW DELHI

ANNEXURE- 'D'

FORMAT FOR ADDL. INFORMATION TO BE FURNISHED BY THE TENDERERS  
(REFER SPL. TRUCTIONS PART III SPL. TERMS & CONDITIONS)

1. Name of the Firm
2. Complete Postal address/Gram/Tlx/Phone etc.
  - a) Head Office/Corporate Office
  - b) Factory
  - c) Other branches (incl. Delhi office, if any)
3. Whether Public Sector/Private Sector/Joint Sector etc.
4. Type of Organisation :  
Proprietary/Partnership/  
Limited/any other type
  - A. In case of Proprietors/Partnership
    - i) Name of the Proprietors/Partners
    - ii) Whether business/Partnership is registered
    - iii) Date of commencement of business
    - iv) Status of Income Tax assessment (Please attach copy of Valid Income Tax clearance certificate)
    - v) Name & address of the Bankers (Please attach reference letter from your banker)
  - 1. B. In case of Limited Liability Company or Company Limited by Guarantees**
    - i) Amount of paid-up Capital
    - ii) Name of Directors
    - iii) Date of Registration of Company
    - iv) Copies of last three years audited balance Sheets of company (including Profit & Loss Statement) to be enclosed.
    - v) Name & address of the Bankers (please attach reference letter from your banker)
5. Date of commencement of production of item for which tender is being submitted

6. Annual turnover for last 3 years \_\_\_\_\_ Amount Rs. In lakhs  
of the category/item for which tender  
is being submitted.
7. List of Plant & Machinery installed  
(Details to be furnished as per  
Annexure-D 1)
8. Details of orders executed/completed including  
CCI's, if any, during last 3 years (details to be  
Furnished as per Annexure-D2). (Photocopies of  
orders/contracts alongwith performance certificates  
from buyers to be enclosed).
9. Present order in hand (Details to be furnished as  
per Annexure 'C') (Photocopies of orders/  
contracts to be attached).
10. Details of Foreign collaboration, if any. (Please  
attach photocopies of collaboration agreement if  
it is there).
11. **FINANCIAL**
- a) Investment on fixed assets of building,  
fitting & fixtures.
- b) Investment on Plant & Machinery tools  
And dies etc.
12. **Testing Facilities**
- i) Is your firm authorised to use ISI certification  
mark (give authority reference with copies)
- ii) Are these testing facilities adequate in line  
with ISI.
- iii) What are the test facilities (Test Equipments  
Annexure – D2)
13. Are you on the approved list with any of the following  
Supply of items quoted :
- Any Public Sector Undertakings
  - Cement Plants
  - Other reputed agency
- (Enclose photocopies of Registration Certificates)

**14. LIST OF ENCLOSURES ATTACHED BY VENDORS TO BE INDICATED**

	<b>1.</b>	<b>Enclosed</b>	<b>Not Enclosed</b>
a) Copy of Latest Income Tax Return and PAN card.	_____	_____	_____
b) Partnership Deed, if applicable	_____	_____	_____
c) Copies of last three years audited Balance sheets with Profit & Loss A/cs	_____	_____	_____
d) List of Plant & Machinery (as per Annexure D1)	_____	_____	_____
e) Photocopies of Performance Reports From the customers	_____	_____	_____
f) Details of present orders in hand (as per Annexure – C)	_____	_____	_____
g) Photocopy of foreign collaboration, If applicable	_____	_____	_____
h) Reference from the Bankers indicating Financial status of the company	_____	_____	_____
i) Details of Testing Facilities (as per Annexure D2)	_____	_____	_____

It is hereby solemnly declared that the above information and the date furnished in the enclosed Annexure is true to the best of our knowledge.

Signature of Tenderer  
Name of the Singnatory  
Designation  
Seal of the Company

Place :  
Date :

**1. DETAILS OF PLANT & MACHINERY INSTALLED**

Name of Firm :

Sl. No.	Machinery	Size/Capacity	Qty.	Year of Manufacture	General Condition
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Signature :

Name :

Designation :

**1. DETAILS OF TESTING FACILITIES INSTALLED**

Name of Firm :

Sl. No.	Item	Size/Capacity	Qty.	Year of Manufacture	General Condition
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Note : Also specify if test facilities like Radiography, Magnetic crack detection ultrasonic, physical test and chemical test facilities are available. Also indicate routine and type-testing facilities.

Date :

Signature :

Name :

Designation :



**1. DETAILS OF ORDERS EXECUTED INCLUDING CCI DURING THE LAST THREE YEARS**

Name of firm :

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Type of items (give details)	Name of the party to whom supplied	Value	Date of order	Delivery date	Date of actual completion
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Date :

Signature :

Name :

Designation :



ANNEXURE – 1C

**1. FREIGHT ELEMENT BY ROAD**

Destination Station Of CCI factories -----	Distance in Kms. From Stn. of despatch to factory site -----	Freight/MT -----
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1. Bokajan, Distt. Karbi Anglong(Assam)
2. Rajban, Distt. Sirmour (HP)
3. Tandur, Distt. K.V. Ranga Reddy (AP)

The above road freight charges shall remain firm during the contractual period and no variation on any account whatsoever, shall be allowed.

Signature of Tenderer  
With date & seal

ANNEXURE - E

CEMENT CORPORATION OF INDIA LTD.  
NEW DELHI

MODVAT CREDIT

We are entitled for availment of MODVAT Credit in respect of excise duty and cess on E.D. paid on exciseable materials. For availing MODVAT Credit, following documents are required to be submitted to our respective Units alongwith supply of materials :-

- i. A clear invoice-cum-excise gate pass, having excise duty tariff head No., cess on E.D. etc. duly stamped and signed by the supplier.
- ii. The excise duty and Cess rate and amount should be clearly shown separately in the invoice-cum-excise gate pass.
- iii. The duplicate copy of invoice-cum-gate pass meant for transporter with title 'Transporter Copy'.

Please confirm all the documents would be submitted along with each and every supply to our Units for availment of the MODVAT Credit. In case any of the documents is not submitted, MODVAT Credit amount will be debited from your bill for the concerned supply.

Please submit this Annexure duly sealed and signed along with techno-commercial bid as token of acceptance of the above.

In case excise duty is not applicable, the same may be clearly mentioned along with techno-commercial bid.

**CEMENT CORPORATION OF INDIA LIMITED**

**PART – III - SPECIAL TERMS & CONDITIONS FOR SUPPLY OF  
MN. STEEL CASTINGS OF GRADE I, III AND IV**

In addition to the General Terms & Conditions of the tender under Part-I & II, the following special terms & conditions will also apply to the contract.

These special terms & conditions, if contradictory to any conditions given in Part-I & Part-II, shall prevail upon the conditions given therein:

General:

A. Eligibility Criteria:

The tenderer should satisfy the following eligibility criteria for qualifying the techno-commercial bid of the tender and should provide the documents as mentioned hereunder against each item.

S.No.	Minimum Eligibility Criteria	Proof to be submitted for fulfilling the Eligibility
1.	<b>Manufacturing Facilities</b>	Tenderer should provide the Documentary evidence such as number of furnaces and their capacities / Certificate from DIC/ NSIC etc. showing proof of their installed capacity of required grades of Mn steel Castings.
a)	Tenderer should be a manufacturer of Mn. Steel castings of Gr. I, III and IV with a production capacity of at least 150 tonnes per month.	
b)	Tenderer should have supplied the Mn steel castings of grade I, III and IV, of at least 200 MT against single order or 130 MT each against two different orders or 100 MT each against three different orders, to any reputed Cement Industry or thermal power plants during last 3 financial years.	Tenderer should provide the Documentary evidence. a) Purchase Order copies from Cement Factories/ Thermal power plant in last 3 years. b) Performance Certificates showing successful execution of such orders in last 3 years or any other documents showing proof of successful execution of orders.
c)	Tenderer should have an average turn over of Rs.15.0 crores per annum consistently during last 3 financial years.	Tenderer should provide the Copies of audited Balance Sheet & profit and loss account or CA certificate showing the turnover for last 3 financial years.
d)	Tenderer should have medium frequency induction furnaces with solid state control in their plant premises for casting the Mn steel castings.	Tenderer to provide the documentary evidences.
e)	Tenderer should have electric or fire furnace fitted with thermocouples for heat treatment of castings installed in their plant premises.	Tenderer to provide the documentary evidences.
2.	<b>Testing facilities</b>	Tenderer to provide the documentary evidences.
a)	The tenderer should have optical emission vacuum spectrometer with computer control for checking chemical composition at their premises. The tests for chemical composition is to be conducted during pre-dispatch inspection.	
b)	Tenderer should have rock well hardness	Tenderer to provide the documentary evidences.

	testing machine or Brinell Hardness testing machine for checking hardness installed at their plant premises.	
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1.0 **SPECIFICATIONS:**

1.1 The specifications of the material required are attached as Part –IV.

2.0 **QUANTITY (QTY.):**

2.1 The qty given in Price Bid format is indicative and subject to variation. The Corporation can increase or decrease the qty. without assigning any reason at the time of ordering and will not be liable for any claim whatsoever on account of reduction or increase in the quantity.

2.2 The total quantity indented by Corporate Office against the order placed for the unit(s) may vary by +/-20% at the discretion of the Corporation though variation in quantity for a specific size could be to any extent, but within the total qty. ordered with a variation of +/- 20%.

2.3 The period of contract may be extended suitably till the supply of ordered qty. with variation of +/- 20% is completed, if so required without any prejudice to CCI's right of levying Liquidated Damages.

2.4 Non-acceptance of indents, as may be received from the Corporate Office on monthly/ quarterly basis as per Corporate Office requirements, by the supplier on any account viz. qty., delay in receipt of indent etc. will tantamount to breach of contract and supplier will be liable to pay penalty/LD as per decision of the Corporation based on the relevant paras of the terms & conditions of the contract.

3.0 **DELIVERY**

3.1 The supply has to be made in phased manner on monthly/ quarterly basis as per requirement of the respective units to be conveyed by Corporate Office periodically during the pendency of the contract and the same shall be binding on the supplier.

3.2 The Corporate Office shall place the indents along with the drawings (wherever required) and the supplier shall supply the material to the unit within the delivery period and as per schedule stipulated in the order.

3.3 In case of phased delivery, the supplier shall arrange the supplies of the material in such a manner that the quantity as indicated by Corporate Office for the monthly/ quarterly requirement is supplied during the month/ quarter as per requirements/ priority of the unit(s).

- 3.4 The Corporation reserve its right to suspend supplies in a particular month/ quarter or cancel the indent in part or in full without entitling the supplier to any claim or compensation whatsoever.
- 3.5 In the event of CCI delaying issue of instructions for phased deliveries, issue of road permit, if required, the supplier will make all possible efforts to complete such supplies also within the period stipulated. However, the supplier shall be entitled for extension of delivery period equivalent to period by which such Road permits have been delayed by the CCI.
- 3.6 The CCI is entitled to obtain adhoc quantity to be supplied in a particular month/ quarter for meeting any of their urgent requirement taking into consideration the total quantity for which the contract has been entered into.
- 3.7 All terms & conditions stipulated in the contract will be applicable to such ad hoc requirements also.
- 3.8 The completion of delivery, in case of F.O.R. ex-works/ Stn. of despatch contracts, shall be on the date of despatch of material by the supplier. It shall, however, be the responsibility of the supplier to ensure that the material reaches CCI's respective unit(s) within reasonable transit time. In case of F.O.R. destination contracts the completion of delivery shall be on the date of actual receipt of material at CCI's factory sites.

#### 4.0 **PRICES**

- 4.1 The firm rates as per clause no. 15.1 of Part II should be quoted in our prescribed price bid proforma as per Annexure-1 indicating separately prices for different elements e.g. basic, ED, taxes, duties, freight, octroi, insurance, packing & forwarding etc.
- 4.2 Supplier shall furnish distance & firm road freight payable per MT from suppliers works to each of our factory (as per Annexure-1C) on door delivery basis. This will be pre-requisite of the tender and no variation in freight charges will be allowed during the contractual period.
- 4.3 The rates should be quoted on FOR destination basis inclusive of basic, ED, taxes, duties, freight, packing forwarding & transit insurance etc.

#### 5.0 **PAYMENT TERMS:**

- 5.1 100% payment towards cost of material including excise duty, sales tax and freight shall be released by the concerned unit within 30 days after receipt, physical inspection and acceptance of material at factory site & after adjustment of any recovery/ liquidated damages for delay in delivery, if any.  
However, in the event of non-release of the payment by the paying authority within 30 days, the party can approach the corporate office for intervention, in respect of release of payment.

## 6.0 **SECURITY DEPOSIT**

- 6.1 Successful tender(s) shall have to furnish a security deposit equivalent to 5% (five per cent) value of the order calculated on total value of order i.e. basic price plus taxes, duties and freight by way of demand draft/ bank guarantee from any nationalized bank (in CCI's format to be provided by respective unit) in terms of clause 2 of Part II of the tender documents towards satisfactory performance of the contract. Security deposit is to be submitted at respective unit.
- 6.2 SD shall be released within 3 months after completion of supplies and acceptance of material by the respective unit.

## 7.0 **INSPECTION**

- 7.1 The supplier has to arrange **pre-dispatch inspection of grinding media by M/s Tata Projects Ltd. (TPL) or M/s Bureau Veritas India Limited or M/s Lloyd Inspection Agency or M/s RITES**, as per clause No. 15.8 of Part-II General Terms & Conditions, at his cost and the inspected material should bear seal/stamp of the inspection agency, after being packed in sealed drums. Material is to be dispatched only after pre-dispatch inspection, acceptance and clearance by the Inspecting Agency. Party has to submit the pre-dispatch inspection report to the concerned unit of CCI as well as to Corporate Office, New Delhi.
- 7.2 Pre-dispatch inspection will not absolve the supplier from his responsibility regarding the quality of material to be supplied. CCI reserves the right to inspect/test the material on receipt at its factory site also.

## 8.0 **QUALITY**

- 8.1 The supplier shall guarantee that the materials to be supplied shall confirm to the specifications and dimensions as specified in the order. Materials shall be free from any defects arising out of use of defective material or any manufacturing or any other defects.
- 8.2 The supplier shall furnish test certificates of their laboratory and inspection report, if any.
- 8.3 In case of any dispute arising out of rejection of material, joint sampling of the material will be done within 7 days and the sample will be sent to CGCRI, Kolkata, National Test House, Kolkata/ Shri Ram Test House, New Delhi or any other Govt. approved test house for testing as per discretion of CCI. The test results will be binding on both the parties. If as per test report, the materials do not conform to the specifications, the supplier shall arrange for free replacement to CCI site without any extra expenditure whatsoever. In case supplier does not raise any dispute within 7 days from the date of



receipt of complaint, it would be construed that the supplier accepts the responsibility and will make free replacement as stated above.

8.4 The chemical composition and dimensional tolerances of the material will be governed by the relevant latest Indian Standard Specifications. Testing for chemical composition will also be governed by the relevant latest Indian Standard Specifications.

#### 9.0 **RETURNS**

9.1 Monthly return of the dispatches for each previous month shall be sent by the supplier by 5th of next month to the consignee:

- a) MM deptt of CCI, C.O.
- b) Concerned unit
  
- i) Qty. due for supply during the month
- ii) Qty. actually dispatched with reasons for variation
- iii) LR/RR no. & date
- iv) Bill No. & date
- v) Qty. awaiting dispatches
- vi) Balance qty. outstanding

Separate monthly returns of each supply order shall be furnished.

#### 10.0 **DURATION OF CONTRACT**

10.1 The contract shall remain valid for placement of indents for a period of one year from the date of letter of intent/detailed order. However, the validity of period for placement of indents may be extended with mutual consent, but in case of any outstanding quantity against the indents placed which have not been supplied within the contract period as per our schedule to be supplied even beyond the period of contract. The validity period shall be extended suitably to complete the outstanding quantity against the indent placed.

11.0 Hammers may require minor machining/ finish grinding at pin fitting portion, for which the charges should be quoted separately as required in Price Bid proforma.

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**ANNEXURE-VI**

**PART-IV- TECHNICAL SPECIFICATIONS**

***REQUIREMENT OF UNMACHINED MN STEEL CASTINGS IN MT***

***SPECIFICATIONS:***

<i>Mn Steel castings as per IS: 276 (Unmachined)</i>	<i>Quantity</i>
<i>1. Grade I (Simple )</i>	<i>106.55 MT</i>
<i>2. Grade I (Intricate)</i>	<i>45.92 MT</i>
<i>3. Grade III (Simple )</i>	<i>110.55 MT</i>
<i>4. Grade I Drag Chain Links</i>	<i>4.13 MT</i>
<i>5. Grade IV Drag Chain Links</i>	<i>17.28 MT</i>
<i>6. Grade IV Hammer (with minor machining) &amp; Breaker plate link</i>	<i>8.29 MT</i>
	<i>-----</i>
<i>Total:</i>	<i>284.43 MT</i>

***NB:***

*For the unit wise detail list of items and their drawings, kindly visit our website  
[www.cementcorporation.co.in](http://www.cementcorporation.co.in).*

**ANNEXURE-VII**

**PRICE BID FORMAT**

Sl no	Item	Total Approx. Weight In MT	Basic Rate Rs./kg	ED + cess on ED %	ST %	Inspection Charges Per kg (incl. serv. Tax)	Any other charges Rs. (to be specified)	Total	Freight charges (Rs./kg)	Total landed cost (Rs./kg)
1	Mn. Steel Castings <b>Grade-I (simple)</b>	B- 68.73							B-	B-
		R- 28.86							R-	R-
		T- 8.96							T-	T-
2	Mn. Steel Castings <b>Grade-I (intricate)</b>	B- 36.80							B-	B-
		R- 9.12							R-	R-
3	Mn. Steel Castings <b>Grade-III (simple)</b>	T- 110.54							T-	T-
4	Mn. Steel Castings <b>Grade-IV (Hammers)</b>	B- 6.05							B-	B-
		R- 9.99							R-	R-
		T- 1.24								T-
5	Mn. Steel Castings <b>Grade-I (Drag Chain)</b>	B- 4.125							B-	B-

Note- 1. Certified that the inspection charges shown above is inclusive of applicable service tax (---%).

2. The item wise & unit wise Lowest Bidder( L-1) shall be evaluated on the basis of net cost to the corporation i.e Total landed cost plus inspection charges (inclusive of service tax) minus set-off (where ever applicable) on ED, cess on ED and VAT.

In above Table Symbols used are **B- Bokajan, R- Rajban and T- Tandur**

Signature of the tenderer  
with name, designation  
and stamp.