

CEMENT CORPORATION OF INDIA LTD
 (A GOVT. OF INDIA ENTERPRISE)
 REGIONAL OFFICE: 4TH FLOOR, 438
 CHANDRALOK COMPLEX, S.D. ROAD
SECUNDERBAD – 500 003

Ref CCI/HYRO/MKTG/WP/2018-19/

Dated: 28/03/2019

To, M/s. _____

SUB: TENDER FOR APPOINTMENT OF ADVERTISING AGENCIES FOR WALL & SHOP
 PAINTING AND FLEX BOARD MAKING AND FIXING IN SITU

* * * * *

Dear Sir(s),

Tender is invited for appointment of advertising agencies for wall & shop painting and flex board making and fixing in situ. We are enclosing our tender documents for the above subjected work. Your offer in sealed cover containing separate sealed covers for (i) commercial bid and (ii) Price bid along with set of tender documents / forms downloaded from website with address in accordance with our terms and conditions of the tender which should reach us as per the schedule given below:-

1. TIME SCHEDULE	Date & Time of submission of offer	Date & Time of opening of offer
a) Techno-Commercial bid along with EMD and copies of CCI's tender documents duly Signed (each page initialed) in token of acceptance terms and conditions.	From: 29.03.2019 10.00 hrs Up-to: 05.04.2019 14.30 hrs	05.04.2019 15.00 hrs
b) Price bid		On the same date , or, on later date.

Offer of eligible tenderers will be opened on Dt. 05.04.2019 at 15.30 hrs followed with subsequent negotiation if required.

2. The EMD Rs.11000/. (Rupees Eleven Thousand only) must be submitted/deposited to CCI account No. 00000052052640749, IFSC CODE: SBIN0020828, State Bank of India, Commercial Branch, Secunderabad. Offers without requisite EMD will not be considered.

Contd..2..

3. The Validity of the offer should be kept open for acceptance for 60 days from the date of opening of Techno- Commercial proposal.

4. The tender documents comprise of following :-

- a) Covering letter which must be submitted by the tenderers dully signed and stamped.
- b) Part-I instructions to tenders.
- c) Part-II General Terms and Conditions.
- d) Part-III Special Terms & Conditions.
- e) Price bid Pro forma (Price Schedule). (Annexure “A”).
- f) Relationship Certificate – Annexure “B”.
- g) Unexecuted/Past & Present contracts/jobs in hand – Annexure “C”
- h) Format for additional information Annexure “D”
- i) Integrity pact as per annexure “E”

Yours faithfully,
For CEMENT CORPORATION OF INDIA LIMITED

DY. GENERAL MANAGER (C)

CEMENT CORPORATION OF INDIA LTD
(A GOVT. OF INDIA ENTERPRISE)
REGIONAL OFFICE: 4TH FLOOR, 438
CHANDRALOK COMPLEX, S.D. ROAD
SECUNDERBAD – 500 003

CHECK LIST FOR SUBMITTING THE OFFER

While submitting your offer please insure to furnish the following details /documents :-

- a) EMD Rs.11000/. (Rupees Eleven Thousand only) by RTGS or NSIC registered certificate has been submitted with Techno-commercial offer.
- a) Covering letter which must be submitted by the tenderers dully signed and stamped.
- b) Part-I instructions to tenders.
- c) Part-II General Terms and Conditions.
- d) Part-III Special Terms & Conditions.
- e) Price bid Pro forma (Price Schedule). (Annexure “A”).
- f) Relationship Certificate – Annexure “B”.
- g) Unexecuted/Past & Present contracts/jobs in hand – Annexure “C”
- h) Format for additional information Annexure “D”
- i) Integrity pact as per annexure “E”
- j) Tender documents comprising covering note , Part-I, II & III duly signed and stamped as a token of acceptance.

**COVERING LETTER, WHICH MUST BE SUBMITTED
BY THE TENDERER DULY FILLED IN AND SIGNED.**

Ref

Dated:-

To

THE DY.GENERAL MANAGER (C)
CEMENT CORPORATION OF INDIA LTD
(A GOVT. OF INDIA ENTERPRISE)
REGIONAL OFFICE: 4TH FLOOR, 438
CHANDRALOK COMPLEX, S.D. ROAD
SECUNDERBAD – 500 003

SUB: TENDER FOR APPOINTMENT OF ADVERTISING AGENCIES FOR WALL &
SHOP PAINTING AND FLEX BOARD MAKING FIXING IN SITU.

REF: TENDER.NO. _____.

Dear Sir,

With reference to your tender notice for the above subjected work, we/I hereby submit our/ my tender / offer as per instruction in the tender documents.

A. The following documents are enclosed with the bid :-

1. The terms and conditions as mentioned in the tender are acceptable to us/me. One copy each of your terms and conditions in Part-I,II and Part III special terms & conditions duly signed by us/me as token of acceptance.
2. The declaration form in Annexure “B” is enclosed.
3. EMD of Rs.11000/. (Rupees Eleven Thousand only) submitted/deposited to CCI account No. 00000052052640749, IFSC CODE: SBIN0020828, State Bank of India, Commercial Branch, Secunderabad, in the form of RTGS No. _____ Dt. _____ in favour of CEMENT CORPORATION OF INDIA LTD.
4. A copy of our/my latest income tax clearance certificate/proof of submission of the returns duly attested by Gazetted Officer is enclosed.
5. We/I also give details of our/my experience for last three years for the above type of work in the enclosed Annexure “C” supported by copies of the orders/agreements and performance certificates from customers.
6. We/I hereby declare that We/I have not been debarred from tendering from contracts in any of the Department of Government, Semi-Government and Local Authorities.
7. Partnership deed is enclosed herewith (to be submitted by Partnership firm only) (In case of Companies Memorandum and Articles of Association need to be submitted. In case of proprietary concern, the name and address of the proprietor may please be intimated.

Contd..2..

- 8. We/I also 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 will be taken against us/me by the Corporation for damages.
- 9. We are /I am duly authorized / empowered to sign all the tender documents.

SIGNATURES

a) Name of the tenderer _____

b) Full Postal Address _____

WITNESSES :

1-----

2-----

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c) Telephone No. Office: _____

Resi: _____

d) Mail ID. _____

Important Instructions for E-tendering

This is an e-tendering event of CEMENT CORPORATION OF INDIA. The e-tendering service provider is Antares System Ltd., No.24, 1st Floor, Sudha Complex, 3rd Stage, 4th Block, Basaveshwaranagar, Bangalore – 560079.

You are requested to read the tender terms & conditions (Annexures, Part-I, II, III, 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.

1	<p>Process of E-Tender: Registration: The process involves vendor's registration with Tender wizard e-procurement portal which will cost Rs.1770/- as 'Registration Charges' annually. 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 process Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. Antares Systems Ltd is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE : THE PRICE BID AND THE TECHNO-COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.cci-etender.com</p> <p>Vendors are required to register themselves online with www.cci-etender.com → 'Register Me' Link. Filling up details and creating own user id and password → Submit. 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/Antares Systems Ltd. (before the scheduled time of the e-tender).</p> <p>Contact person (Cement Corporation of India):</p> <table data-bbox="337 1435 1364 1548"><tr><td>1. DGM (C) Cell: 07799938013 e-mail: ccirohyd@gmail.com</td><td>2. Manager (Mktg) Cell: 07799938021 email: ccirohyd@gmail.com</td></tr></table> <p>Contact person (Antares Systems Ltd):</p> <table data-bbox="337 1655 1451 1803"><tr><td>1. Mr. Pravesh Mani Sr. Exe-CRM Cell: 09044314492 Email: praveshmani.t@antaressystems.com</td><td>2. Smitha Sr. Project Co-Ordinator Cell: 09686115309 Email: smitha.n@antaressystems.com</td></tr></table> <p>B) System Requirement:</p> <p>Windows 8.10 Professional Operating System, Internet Browser-9,10 & 11, Signing type Class 3 digital signature</p> <p>Java JRE 6 and above</p>	1. DGM (C) Cell: 07799938013 e-mail: ccirohyd@gmail.com	2. Manager (Mktg) Cell: 07799938021 email: ccirohyd@gmail.com	1. Mr. Pravesh Mani Sr. Exe-CRM Cell: 09044314492 Email: praveshmani.t@antaressystems.com	2. Smitha Sr. Project Co-Ordinator Cell: 09686115309 Email: smitha.n@antaressystems.com
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1. Mr. Pravesh Mani Sr. Exe-CRM Cell: 09044314492 Email: praveshmani.t@antaressystems.com	2. Smitha Sr. Project Co-Ordinator Cell: 09686115309 Email: smitha.n@antaressystems.com				

2	<p>(A) 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.</p> <p>(B) Part-B Price Bid will be opened electronically of only those bidder(s) who's Part-A bidder(s) will be intimated date of opening of Part-B Price bid, through valid email confirmed by them.</p> <p>Note:</p> <p>The tenderers are advised to offer their highest possible rates taking into account the prevailing market conditions, further e-auction will be done by intimating separately to the bidder.</p>
3	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4	<p>In case of failure to access the payment towards non-refundable fees 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 non-refundable fees through separate DD well in advance and verify completion of transaction in respect of non-refundable fees. Vendors are instructed to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload in 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through Attach Document link against the particular tender. For further assistance please follow instructions of vendor guide.</p>
5	All notices / corrigendum 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 Tenderwizard (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
6	The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.
7	E-tender cannot be accessed after the due date and time mentioned in NIT.
8	<p>Bidding in e-tender:</p> <ul style="list-style-type: none"> a) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system. b) 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. c) 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 & conditions for the tender. d) 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.
9	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
10	No deviation to the technical and commercial terms & conditions are allowed
11	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.
12	CCI has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
13	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.cci-etender.com of Antares Systems Ltd.

14	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.
15	The bid will be evaluated based on the filled in technical & commercial formats.
16	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, punitive action including suspension and banning of business can also be taken against defaulting bidders.
17	Bidders are requested to read the vendor guide in the page www.cci-etender.com to familiarize themselves with the system before bidding.

For and o behalf of CCI Ltd.

Deputy General Manager (C)

CEMENT CORPORATION OF INDIA LIMITED

Part – I : Instructions to Tenderers:

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 Limited will constitute a contract between the parties.

2. SUBMISSION OF TENDER:

- a) Every tender shall be made out in English. All amounts shall be indicated by tenderer in figures as well as in words, when there is any difference between prices quoted in figures and words, lower of the two shall prevail. Tender should be free from over writings. All corrections and alternations should be duly attested by the tenderer. The word “NOT QUOTED” should be written against item in the schedule for which the tenderer does not wish to quote.

- b) Tender is to be sent by post or deposited in the tender box kept for this purpose in the Office of CCI so as to be available within the due date and time fixed, in a sealed envelope in the manner prescribed below:

- a. Offer for _____
- b. CCI's Tender No. _____
- c. Date of Opening of tender _____

- i. 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.
 - ii. In the case of company, the tender should be signed in the manner as laid down in the said Company's Article of Association.
 - iii. A true copy of the partnership deed (and Articles and memorandum of Company) duly attested should be furnished.
 - iv. A true copy of GST registration certificate shall be enclosed along with tender.
 - v. Tenders received after the specified time and date are liable for rejection.
- c) Tenders not submitted in the prescribed format and not completed in all respected are likely to be rejected.
 - d) The tender documents are not transferable. Only those firms can participate in whose name the tender has been sold.
 - e) The tender with terms and conditions in Part-I, II and III duly signed on each page shall be sent along with the Earnest Money Deposit, with a covering letter as prescribed. Earnest Money Deposit shall not be kept in the PRICE BID, but shall be enclosed with the Commercial Bid.

- f) Tender shall not be entitled to claim any costs, charges, expenses or incidentals for or in connection with the preparation and submission of their tender) even though the Corporation may decide to withdraw the “Invitation of Tender” or reject any / all tender(s) without assigning any reason thereof.

All other terms as above for submission of tenders shall be followed.

3. OPENING OF TENDER:

- a) Tenders will be opened on the specified date and time in the office of the Officer inviting the tender or as directed by him, in the presence of such of those tenderers who may choose to be present. The representatives will have to establish their identity to the satisfaction of the Corporation by producing introductory letters from the firms / Company. Otherwise they may not be allowed to be present at the tender opening.
- b) The tenders which are not received in separate covers as explained above and those tenders down loaded from web site which are not having cost of tender forms are liable for rejection.

4. CLEAR UNDERSTANDING:

When a tenderer submits his tender in response to this tender document, he will be deemed to have understood about the requirements, 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:

Tenders shall remain open for acceptance for 120 days or as may be specified from the date of opening of commercial bid. No revision/modifications 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 negotiation.

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: 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 tender to any claims whatsoever.
- b) Firms which have failed to fulfill earlier contractual obligations may not be considered.
- c) If no separate agreement has been signed by the parties to the contract, the LOI/Order resulting from this tender including all negotiations and detailed order to be issued subsequently, with items and conditions and stipulations as agreed to by the tenderer and to the extent modified during negotiations, constitutes the contract agreement relating to the work between the successful tender and the Corporation and the parties shall be bound by the terms and conditions and all provisions of this contract.
- d) The Corporation does not bind itself to accept the lowest or any tender to assign any reason for non-acceptance of the same.

- e) The Corporation shall mean and include the administrative and executive officers of its Corporate 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. EXPERIENCE:

The tenderer should be will experienced in the line of work under consideration. In proof of the same, the tenderer should furnish documentary evidence such as Xerox Copies of W.O.S. executed by him for the past 2 years in Public Sector / reputed private sector units for the work of similar nature. Certificates for satisfactory performance of the works issued by them also can be considered. The tenderer should have required personnel, machinery, financial soundness so as to be competent and capable for the job under consideration.

9. INTEGRITY PACT & IEM:

- i) The tenderers should go through the Integrity Pact (Annexure-I) in detail and should submit the same, duly signed by Proprietor / Director / Partner. The conditions of the Integrity Pact shall be applicable, during the period of the contract of extension thereof. In case the contract is sub-let by the successful tenderer with the permission of the Corporation, the Principal Contract / successful tenderer shall take responsibility for adoption of Integrity Pact by the Sub-Contractor.
- ii) The person signing Integrity Pact shall not approach the Courts while representing the matters to IEM & he / she will await their decision in the matter.
- iii) To oversee the compliance under the Integrity Pact, the following Independent External Monitors (IEM) have been appointed:

Sl.No.	Name	E mail	Phone No.
01	Mrs. Vijaya Kanth, IRAS (Retd.), "Sterling Manor" Flat -F No.5, Sterling Road, 3 rd Cross, Nungambakkam, Chennai – 600 034	vkanthmrl2003@yahoo.com	9445868314

- iv) The stake holders may approach the IEMs regarding any unethical terms / practices of the organization.
- v) The IEM would examine all complaints received by them.
- vi) The IEM are supposed to resolve issues raised by an Intending bidder regarding any aspect of the tender which allegedly restricts competition or displays bias towards some bidders.
- vii) Vendors / Bidders having any grievance complaint relating to the tender at any stage may approach the IEM directly, preferably by email. The IEM will look into their grievances / complaints promptly, objectively and independently.

CEMENT CORPORATION OF INDIA LIMITED
Part – II General Term & 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 RTGS in favour of Cement Corporation of India Limited, payable at Secunderabad. Tenders 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 contracts 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 of extended period. Earnest money will also be forfeited if the security deposit is not furnished 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 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 are exempted from submission of Earnest Money Deposit. The 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:

Security Deposit @10% for the first Rs.One Lac of the R.A. Bill, 7½% on the next Rs.One Lac of the R.A. Bill will be recovered S.D. will be refunded after successful completion of the Order.

- 2.1. The amount of Security Deposit as specified in the terms and conditions of the tender shall be deposited by the successful tenderers within 15 days of acceptance of offer or as per advice of the Corporation.
- 2.2. Failure to furnish Security Deposit in accordance with the conditions of the tender within 15 days of the award of the contract or as advised alternatively will be considered to be breach of contract, which would give the Corporation the right to terminate the contract and forfeit the EMD also will be entitled to take any other course of action against the successful tenderers 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 Limited from a schedule Bank in the prescribed form as given in Annexure-II valid for a period of 6 months beyond the date of completion of contract. 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 from the Corporation, 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 on 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 fulfill 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 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 damage suffered.
- 2.9. The Corporation shall have a lien over 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 others 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 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 recovering the period of completion and finalization 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 representation, explanation or statement or alleged representation, promise or assurance given or alleged to have been given to him by any employee of the Corporation.

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

- 5.1. The Corporation reserved 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 instruction given by authorized representative of the Corporation. In addition, Corporation may also take any other remedial measures in such as 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 the tenderer to cancellation of this or any other contracts and also to payment or any loss resulting entitled to deduct the amount so payable from any money otherwise due to the tender 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 or 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 any stage during the execution, the Corporation shall be entitled to do so, giving one month's notice in writing. In such as 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 or completion will be extend 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 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 sub-let or assign this contract or any part thereof without obtaining, prior written permission of the Corporation. In the event of the Contractors sub-letting or assigning the contract or any part thereof without such permission, the Corporation shall have the right to rescind the contract and the 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 sub-letting 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 sub-let including compensation under workmen's compensation Act and the contractor will be held responsible for the satisfactory due and proper fulfillment of the contract.

6.1. The contractor observe all the rules / regulations of the Central and State Govt. and the local authorities as relating to transportation of material by road and shall pay all taxes (road taxes, passenger, goods tax etc.) as levied by the authorities, if any breach of the said rules / regulations / orders committed by him, he shall be solely responsible for the same.

6.2. All persons employed by the contractor including the drivers and cleaners of the trucks tailors, machinery operators etc., shall be instructed by the contractor to observe strictly all the road safety regulations prescribed, either generally or by CCI whilst they are in the premises of the factory of the colony or on road and if any person commits breach of any of the regulations, it shall be open to the Corporation to disqualify that person from entering the premises of the factory or the Corporation to disqualify that person from entering the premises of the factory or the colony. The contractor shall be bound to comply with such instruction forthwith.

6.3. The contractor shall abide by the contract labour (Regulation and abolition) Act, 1970.

6.4. If any damage is caused to any property or any injury is caused to or the death occurs of any person in the premises of the factory or the colony or anywhere also due to any act or any person employed by the contractor or through his machinery or activities, the contractor will be liable for damage / compensation in respect thereof and shall indemnify the Corporation and keep the Corporation indemnified against all losses, damages, costs, charges, expenses and all liability of whatsoever nature and kind which the Corporation may incur, sustain, suffer or be put to in consequence or by any reason of such damage, injury or loss of life.

6.5. If any damages are caused to any of the contractor's Vehicle / belongings / equipment / machinery/ materials / establishments etc. or any injury is caused to or death occurs of any person employed by him in connection with the performance of this contract, due to negligence of any person employed by him or otherwise, the Corporation shall not be liable for damages or compensation in respect thereof under the workmen's Compensation Act or otherwise.

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 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, the 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 the 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 at 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 contingency (ies) 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 as the beginning and end of the above causes of delay within ten days of occurrence and cessation of such force majeure conditions.

8.2. In the event of delay in performance of Corporation work if arising out of causes 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 effect 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.

8.4. Liquidated damages

- a) Liquidated damages for delay in work shall levied at the rate of ½% per fortnight or part thereof for the value of quantity late executed. The liquidated damages however, shall be subject to a ceiling of 5% of the late executed value. The Corporation will, however not be bound to prove that it has suffered also to the extent of liquidated damages claimed.
- b) If the contractor fails to carry out the job during the pendency of the contract period, corporation at its description entitle to take any alternative action at the risk and cost of the Contractor.

9.0. NOTICE:

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 the contractor.

10.0. DISPUTE UNDER THIS CONTRACT AND ARBITRATION:

10.1. In the event of any question / dispute, breach of or difference arising in respect of the meaning and scope of terms and conditions herein or in connection with any matter under this agreement (except for those matter which are to be decided as per provisions made in these terms and conditions) the same shall be referred to the sole arbitration by an officer of the Cement Corporation of India Limited, New Delhi appointed by its C&MD. There will be no objection if the arbitrator is an employee of the Corporation and he had at anytime in discharge of his duties as an employee of the Corporation has expressed views on all or any of the matters in dispute or difference. In case the employee of the Corporation who has been so appointed as an Arbitrator ceases to be in the employment of the Corporation because of his superannuation or otherwise if any manner, shall no longer remain as an Arbitrator from that day and C&MD of the Corporation shall appoint another employee of the Corporation as sole arbitrator in his place who shall proceed in the matters from the stage where the previous arbitrator had left the proceedings. Except where the award is an arbitral award on agreement terms under section 30 of the Arbitration and Conciliation Ordinance, 1996, the arbitrator shall give award with reasons in respect of each claim, dispute or a difference referred to him. The award of the arbitrator shall be final and okay and binding on the parties to this contract and persons claiming under them respectively.

10.2. Subject to aforesaid the Arbitration and Conciliation Ordinance, 1996 and the rules made there under 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 with held 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:

It is hereby agreed by the parties here to that only Courts Tandur / Hyderabad 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:

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:

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 an inaction of the Corporation in respect of any such default or any acquiescence by the Corporation effect or impair any right, power of remedy of the Corporation under this contract.

14.0. CONDITIONS GIVEN BY THE TENDERERS:

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 all forwarding charges and on F.O.R.
- b) Any statutory levy / variation in the GST 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 work are made within the scheduled time, prices as per the contract will be payable. However, if the work 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 work and/or prices applicable to the actual date of work 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 work are made after expiry of the contract.

15.2. GST

“The IGST / CGST / SGST, if applicable, will be paid on the cost of the finished goods being supplied, as per the rate (%) prevailing at the time of scheduled delivery period, subject to the supplier claiming the same as a separate item on their bill. The supplier shall furnish the following certificate on the body of the bill towards claiming the aforesaid amount for IGST / CGST / SGST. It is certified that the goods, on which GST has been charged, have not been exempted under GST Act or the rules made there under.

The amount charges under / on account of IGST / CGST / SGST on these goods are not more than what is payable under the provisions of the relevant Act or the rules made there under”.

15.4. DELIVERY AND LIQUIDATED DAMAGES:

- a) The successful tenderer, on receipt of Purchase Order, will finalise a detailed working 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 found 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 basis 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.

15.7. INSPECTION:

- i) Inspection of the work will be carried out by Marketing Department of CCI / 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 or all items being manufacture work done
- iv) The contractor will provide all facilities including to inspecting officer to facilitate inspection and avoid delay in work on this account.

15.8. WARRANTY REGARDING QUALITY OF MATERIALS SUPPLIED:

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.

16.0. 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.

17.0. 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.

Cement Corporation of India Limited
(A Government of India Enterprise)

Part – III
SPECIAL TERMS AND CONDITIONS

CONTRACT FOR APPOINTMENT OF ADVERTISING AGENCIES ENGAGED IN WALL AND SHOP PAINTING AND FLEX BOARD MAKING AND FIXING IN SITU.

In addition to the General Conditions of contract under Part I & II, the following special conditions will also apply to the contract. In case the special conditions given below in part III are contrary to any conditions given in Part I & II then the condition given in Part III shall prevail upon such conditions of the contract.

1. EMD:

EMD amount Rs.11000/- (Rupees Eleven Thousand only) is payable by way of RTGS, in favour of Cement Corporation of India Limited, Secunderabad, Collection A/c. No. 00000052052640749, IFSC Code: SBIN0020828, State Bank of India, Commercial Branch, Secunderabad.

EMD of unsuccessful bidders will be returned after the finalization of the tender and will bear no interest.

2. SECURITY DEPOSIT:

Security Deposit Rs.40000/- will be recovered from running bills @10% till entire SD is adjusted. EMD will be adjusted towards S.D. Security Deposit will be refunded after successful completion of the Contract, and will bear no interest.

The Corporation shall have right to appropriate the said amount so deposited as Security Deposit either in whole or in Parts and the amount of bills payable to the Contractor to liquidate any claim of the Corporation against the Contractor or as penalty for breach of the terms & conditions and covenants of this contract agreement by the Contractor. The Security Deposit will be refunded to the Contractor after the expiry of the contract agreement or on termination of this agreement and after final settlement of accounts / claims of the Corporation. Any sum of money due and payable to the Contractor (including security deposit returnable to him) under the contract Agreement may be appropriated by the Corporation and set off against any claim of the Corporation.

3. SUBMISSION OF BILLS:

The Contractor shall submit bills complete in all respects supported copies of the receipt / Certification of Depot-in-Charge to the Corporation concerned Regional Office of the Corporation for payment.

4. DURATION OF CONTRACT:

The contract shall be for a period of 60 days. However the contract may be extended for further period of 60 days on the basis of satisfactory performance of the contractor at the sole discretion of the Corporation.

5. PENALTY:

If the agency does not complete the work order as per schedule indicated in the order a Liquidated damage @0.5% per fortnight shall be levied for unexecuted portion subject to maximum of 5% value of order. The Corporation on its discretion may get the unexecuted done on risk and cost of the contractor.

6. QUALITY / SPECIFICATION:-

- The supplier shall guarantee that the item to be supplied and work to be done shall confirm to the specification, as specified in the order.

WALL PAINTING:

- Wall selection should be done on the basis of clear visibility.
- Selected wall should be at least 5' (five feet) above ground footfall.
- Standard color as per CCI sample format is to be done.

FLEX BOARD:

- The Flex board should be made of square iron base frames of Min sectional size of 1'' (one inch), with vertical crossbar horizontal spacing not more than 4'(four feet) e/c.
- Sizes and numbers of Flex boards may vary as required and desired by the dealers / instructed by CCI officials.

7. QUANTITY:

The quantity given is only indicative and the Corporation reserves the right to make variation in the quantities of materials given in the tender notice and the Contractor shall not be entitled to any compensation on this account under any circumstances.

Sl.No.	Description	Quantity (approx.)
01	Wall & Shop painting in Distt. Hyderabad: Greater Hyderabad & surrounding, Tolichouki, High-Tech City, Uppal, Falaknuma, Miyapur, Patancheru, Moosapet & Dist. Sangareddy, Vikarabad, Mahaboobnagar, Warangal, Kurnool & surrounding areas.	75000 Sq.ft.
02	Star flex print in square pipe iron frame including transportation and fitting at dealers shop's, under above mentioned Areas / places.	1000 Sq.ft.

WALL & SHOP PAINTING (IN SQ.FT) AREA:

HYDERABAD:	(Area in Sq. feet. Approx.)	
Falaknuma & surroundings	10,000	approx.
Uppal & surrounding	10,000	-do-
Miyapur, Moosapet, Patancheru surrounding	10,000	-do-
Tolichowki & Hitech-City	5,000	-do-
MAHABOONAGAR & SURROUNDING		
Upto Tandur	20,000	-do-
WARANGAL	5,000	-do-
KURNOOL	5,000	-do-
SANGAREDDY & VIKARABAD AREA	10,000	-do-

Total	75,000	approx.

STAR FLEX PRINT BOARD:

- As required and desired by the dealers shop sizes, subjected to above locations / areas:-

Approx area = 1000 Sq. feet approx.

- The Corporation reserves the right to increase or decrease the quantity by (+ / -) 20% 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.
- The priority and sequence of the work & place / area, will be as decided by the Management and will be binding to the contractor.

08. TERMINATION OF CONTRACT:

8.1. This contract/ agreement can be terminated by the CCI at any point of time by giving one month notice to the Contractor, without assigning any reasons thereof.

8.2. Notwithstanding what has been mentioned in clause 10.1 above the Corporation shall have the right to terminate this contract forthwith if there is any breach of any of the terms and conditions detailed herein on the part of the Contractor without paying any compensation whatsoever.

09. OTHER TERMS & CONDITION:

9.1. The Contractor shall report about the progress of the work time-to-time after obtaining counter signature by the official authorized by the Corporation in this behalf.

9.2. Rate of GST, if applicable should be clearly mentioned in the price bid, otherwise GST shall be considered as included in the rate.

9.3. Experience of at least three years in conducting wall / shop painting required. To be supported by documentary evidence.

9.4. The participating firms must attach one work order of wall / shop painting of at least 25000 Sq.ft.

9.5. Bids have to be submitted in two separate envelopes marker (A) – Techno Commercial and (B) – Price Bid & proof of EMD / RTGS amount transferred, should be kept with Commercial Bid.

9.6. Rate should be quoted on per sq.ft. basis as per printed format (Annexure-I), and tender should be submitted in the manner as described in tender terms and conditions, at Office of Regional Manager, Cement Corporation of India Limited, Room No.438, 4th Floor, Chandralok Complex,. Secunderabad – 500 003.

9.7. The offer should be marked as “Tender for wall painting and flex board making and fixing in situ”

9.8. Certificate of wall / shop painting to be obtained from stockist under whom work is done.

9.9. Details of places where work order is to be executed to be mentioned in CCI work order.

9.10. Wall / Shop size and date of painting to be mentioned in small box at right hand side of painting.

9.11. Painting design and color scheme to be as per CCI specifications only as per sample provided by CCI.

9.12. Payment of the bill shall be released within 30 days after receipt of bill and random verification by Depot-in-Charges. The bill be raised district wise as per details given and be forwarded to DGM (C), Hyderabad. The paying authority is HOD (Fin), CCI Ltd, Tandur.

9.13. The responsibility of any rental charges of the wall or municipal taxes etc. will be completely on part of the contractor.

9.14. Offer to be submitted in two sealed envelopes indicating ref. of tender so as reach us on or before scheduled due date and time. Both the envelopes are to be super scribed as "Commercial Bid" and "Price Bid" the commercial bid.

No revision in the rates tendered will be asked for during the period of the contract extended period of contract if any on any account whatsoever.

9.15. The labour employed by the Contractor will be the employees of the Contractor. In case of any internal trouble between the labourers and the Contractor, the same shall be the responsibility of the Contractor and the Corporation shall not be any way concerned with the same, if due to any exigencies the Corporation had to make any payment directly to his labour, the Contractor shall without any reservation, reimburse the same to CCI within 24 hours and failure to do so will give CCI the right to adjust / deduct the same against pending bills and / or Security Deposit and Bank Guarantee.

9.16. The Contractor shall comply with and observe all laws prevailing and shall keep the Corporation unharmed and indemnified against the claims for compensation by or on behalf of any workman of labour employed by him for injury, disability or death by accident under workmen's Compensation Act of 1923.

9.17. If, at any time, in the opinion of the Corporation the Contractor fails to supply sufficient transport / labourer or otherwise fails to carry out the operations to the satisfaction of the Corporation, the Corporation shall be at liberty to make such arrangements as shall be considered necessary for carrying out the work on this account at the risk and cost and expenses of the Contractor's and to deduct all cost and charges thus incurred from the Contractor's bill or otherwise recover the same as the Corporation shall think fit provided that if any such recovery is effected from the Security Money furnished by the Contractor under this agreement, he shall be required to make good the amount so recovered by way of cash deposit towards the Security Money within 10 days of such information from this Corporation.

9.18. The Contractor shall be responsible to maintain the condition & quality of material supplied by him and he shall be liable for damage / fault etc. by omission neglect or misconduct on his part or his servants, employees & representatives etc. and in such cases the Corporation reserves the right to impound the Security Deposit in part or in whole the Corporation has right to recover from the Contractor any damage or loss caused to the Corporation on this account.

9.19. The decision of the Corporation in regarding the assessment of damage / losses shall be final and binding on the Contractor and the Corporation will, not be bound to prove actual loss / damages suffered to the extent of penalty levied.

9.20. The performance of the Contractor will be monitored by concerned Officer of CCI and in case the performance is found unsatisfactory, the Corporation shall have the right to terminate this contract with immediate effect without assigning any reason thereof.

9.21. The Contractor shall arrange delivery of Flex boards or the materials so required for fixing in situ at dealers / other places, wall paintings etc, as directed and as per the requirement specified to him from time to time, as per the terms and conditions of the contract.

9.22. The contractor shall obtain clear acknowledgements from the consignees to whom material is delivered regarding receipt of material in good condition & fixing at desired place, and shall submit the same to Depot-in-Charge / CCI Officer.

9.23. The contractor shall be responsible for the safety of the materials lying in his custody till the same is delivered to the parties as desired by CCI Officers.

9.24. Octroi if any, will be paid by the Contractor.

9.25. The Corporation also reserves its right to appoint more than one contractor or to distribute the work amongst other contractor, for the entire work / supply or the part thereof.

9.26. All other responsibilities as have been specified in the tender document or specified in other terms & condition for supply and work will also be complied by the contractor.

9.27. The contractor shall always upholds the prestige, brand image, reputation and good will of the Corporation. The contractor will also ensure that his employee / person are not indulged in any unsocial practice etc. In case it is noticed by the Corporation, strict action will be taken.

(SIGNATURE OF THE CONTRACTOR)

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

Sl.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 LIMITED, HYDERABAD

ANNEXURE "C"

UNEXECUTED / PAST / PRESENT CONTRACTS / JOBS IN HAND

Sl.No.	Name of Client	Nature of work	Approx. value of Contract (Rs. in Lakhs)	Date of start	Date of completion
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Note: Please attach photocopies of contracts.

Signature of tenderer
(Name / full address with seal)

Place:

Date:

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

1. Name of the Firm
2. Complete Posta 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 Organization: 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 of address of the Bankers (Please attach reference letter from your banker)
5. 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).
6. Annual turnover of the category / item for which tender is being submitted for last 3 years. Amount Rs. in lakhs.
7. Details of orders executed / completed including CCI's, if any, during last 3 years (details to be furnished as per Annexure – “C”). (Photocopies of orders / contracts along with performance certificate from buyers to be enclosed).
8. Present order in hand (Details to be furnished as per Annexure “C”) (Photocopies of orders / contracts to be attached).

9. Are you on the approval list with any of the following supply of items quoted

Any Public Sector undertakings

Cement Plants

Other reputed Agency

(Enclose photocopies of Registration Certificates)

10. LIST OF ENCLOSURES ATTACHED BY VENDORS TO BE INDICATED

	Enclosed	Not enclosed
a) Latest Income Tax Clearance Certificate		
b) Partnership Deed, if applicable		
c) Copies of last three years audited balance sheets		
d) Photocopies of Performance Reports from the Customers		
e) Details of present orders in hand (as per Annexure – “C”)		
f) Reference from the Bankers indicating financial status of the Firm		

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

Signature Tenderer

Name of the Signatory

Designation

Seal of the Company

INTEGRITY PACT
Between

Cement Corporation of India Limited (CCI) hereinafter referred to as "The Principal", and
 _____ hereinafter referred to as
 "The Bidder / Contractor".

Preamble: The Principal intends to award, under laid down organizational procedures, contract(s) for _____ . The Principal value full compliance with all relevant laws of the land, Rules, Regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and of Contractor(s), in order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above. Section-1 Commitments of the Principal.

- 1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide o all Bidder(s) the same information and will not provide to any Bidder(s) confidential additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
- 2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidders(s) / Contractor(s):

- 1) The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange.

Any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b) The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act, further The Bidder(s) / Contractor(s) will not use improperly; for purpose of compensation or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent / representative have to be in “Indian Rupees only”.
 - e) The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory too such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts:

- (1) If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the principal is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process or to terminate the contract, if already signed for such reason.
- (2) If the Bidder(s) / Contractor(s) have committed a serious transgression through a violation of section-2 such as to put his reliability or credibility into question, the principal is entitled also to exclude the Bidder / Contractor from future contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors with the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (3) If the Bidder(s) / Contractor(s) can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
- (4) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages:

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section-3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal MM entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value of the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression:

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach, or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section 6 – Equal treatment of all Bidders / Contractors / Sub-contractors:

- (1) The Bidder(s) / Contractor(s) undertake(s) to demand from all sub-contractors the commitment consistent with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

Section 7 – Criminal charges against violating Bidder(s) / Contractors(s) / Sub-contractors:

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of Bidder, Contractor or Sub-contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor / Monitors:

- (1) The Principal has appointed competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instruction by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, CCI.
- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to the tender documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractor(s) with confidentiality.
- (4) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the independent External Monitor shall give an opportunity to the Bidder / Contractor to present its case before making its recommendations to the Principal.
- (5) The Monitor will submit a written report to the Chairman, CCI within 5 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (6) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the CCI Board.

- (7) If the Monitor has reported to the Chairman, CCI, a substantiated suspicion of an offence under relevant IPC / PC Act, and the Chairman, CCI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word 'Monitor / would include both singular and plural.
- (9) Independent External Monitor shall be required to maintain confidentiality of the information acquired and gathered during their tenure / role as independent Monitor. Any breach in this regard would be subject to the legal judicial system of India.
- (10) Independent External Monitor(s) shall be required to furnish an Undertaking and disclose before taking any assignment that he/she has no interest in the matter or connected with the party (Bidder / Contractor) in any manner.

Section 9 – Pact duration:

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract and for all other bidders 6 months after the contract has been awarded. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it discharged / determined by Chairman of CCI.

Section 10 – Other provisions:

- (1) This agreement is subject to India Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.\
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For and on behalf of the Principal)
(Office Seal)

(For and on behalf of Bidder/Contractor)
(Office Seal)

Place: _____

Date: _____

Witness 1:
(Name & Address): _____

Witness 2:
(Name & Address): _____

SPEED POST / COURIER

REF: CCI/RO/HYD/WP/MKTG/2018-19/

Dt: 27.12.2018

TENDER ENQUIRY

DUE DATE OF SUBMISSION _____ UPTO _____ P.M.

To,

Sub: Wall Painting Tender

Dear Sir,

Please quote your minimum rate is sealed & superscripted envelopes for wall and shop paintings and dealers board per our description & price bid (Annex-I) of the tender and the same will be opened on the due date of submission of tender at _____ p.m.

Sl.No.	Description	Quantity
01	Wall & Shop painting inclusive of rent in the Districts SANGAREDDY, VIKARABAD, MAHABOBNAGAR, area of Greater Hyderabad, Warangal, Kurnool & area of Hyderabad, Uppal, Falaknuma & surrounding, Towlichoki to be used	75000 Sq.ft
02	Star flex print in square pipe frame including transportation and fitting at dealers shop's in Hyderabad area.	9600 Sq.ft

TERMS & CONDITION

1. Rate of GST, if applicable should be clearly mentioned in the price bid, otherwise GST shall be considered as included in the rate.
2. Experience of at least three years in conducting wall / shop painting required. To be supported by documentary evidence.
3. The participating firms must attach one work order of wall / shop painting of at least 25000 Sq.ft.
4. Bids have to be submitted in two separate envelopes marked a Techno Commercial and B Price bid & DD of EMD amount should be Commercial Bid
5. Rate should be quote on per sq.ft basis as per printed format (Annexure-I) at Office of Regional Manager, Cement Corporation of India Limited, Room No.438, 4th Floor, Chandralok Complex, Secunderabad – 500 003.
6. Rs.11000/- (Rupees Eleven Thousand only)- in favour of Cement Corporation of India Limited, Secunderabad, collection A/c. No. 00000052052640749, IFSC CODE: SBIN0020828, State Bank of India., Commercial Branch, Secunderabad.

7. The offer should be _____ “Techno Commercial Bid”.
8. Work order shall have to be completely executed within 30 days of placing the order.
9. Wall selection to be done on the basis of clear visibility.
10. Selected walls should be least 5 ft above ground footfall.
11. It was _____ through _____ certificate of wall / shop painting to be obtained from stockist under _____ work is done.
12. Details of places where work order is to be executed to be mentioned in CCI work order.
13. Wall / shop size and date of painting to be mentioned in small box at right hand side of painting.
14. Painting design and color scheme to be as per CCI specifications only.
15. Payment of the bill shall be released within 30 days after receipt of bill and random verification by Depot-in-Charges. The bill be raised in favour of various districts as per details given below and be forwarded to DGM (C), Hyderabad. The paying authority is HOD (Fin), CCI Ltd, Tandur.
16. The responsibility of any rental charges of the wall or municipal taxes etc. will be completely yours.
17. Security Deposit @10% of total value will be deduction.

10. QUANTITY:-

- The corporation reserves the right to increase or decrease the qty by + / - 20% 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.

11. QUALITY:-

- The supplier shall guarantee that the item to be supplied and work to be done shall confirm to the specification, as specified in the order.

12. If the agency does not complete the work order as per schedule indicated in the order a liquidated damage @0.5% per fortnight shall be levied for unexecuted portion subject to maximum of 5% value of order.

Please submit your offer in two sealed envelopes indicating ref. of tender so as reach us on or before _____ upto 2.30 p.m. by subscribe our tender enquiry no. and due date. The two envelopes have to be superscribed as “Commercial Bid” and “Price Bid” the commercial bid will be opened on the same date i.e. _____ at 3.00 p.m.

Thanking you,

Yours faithfully,
For CEMENT CORPORATION OF INDIA LIMITED

DY. GENERAL MANAGER (C)

Ref No. MKTG

PRICE BID FORMAT

Sl.No.	Item	Specification / Make	Unit	Qty	Amount (Rs.) per sq.ft inclusive GST	Total amount (Rs.)
01	Wall/Shop painting	Wall/Shop painting inclusive of wall rent, municipal tax etc.	Sq. ft	75000		
02	Dealers Board	Star flex print square pipe frame transportation and fitting at dealers shop's in Hyderabad area	Per sq.	9600		

Date:

SIGNATURE OF BIDDER
WITH SEAL & FULL ADDRESS**WALL / SHOP PAINTING (IN SQ.FT) AREA**

FALAKNUMA & SURROUNDINGS	- 10,000	Approx.
UPPAL & SURROUNDING	- 10,000	-do-
MIYAPUR, PATANCHERU SURROUNDING	- 10,000	-do-
MAHABOBNAGAR & SURROUNDING UPTO TANDUR	- 20,000	-do-
TOLICHOWKI & HITECH CITY	- 5,000	-do-
WARANGAL	- 5,000	-do-
KURNOOL	- 5,000	-do-
SANGAREDDY & VIKARABAD AREA	- 10,000	-do-

Total	75,000	approx.
