



Cement Corporation of India Limited

(A Govt. of India Enterprise)
Core V, SCOPE Complex, 7 Lodhi Road
NEW DELHI-110 003
CIN-U74899DL1965GOI004322

PHONE: 011-24365340/42
FAX: 011- 24365341
E-mail: mm_co@ccilttd.in
Website: www.ccilttd.in

Ref: 7(01)/19-MMO

Due Date of Tender Opening: 21.05.2019

NOTICE INVITING TENDER

E-Tender is invited in two bid for printing and supply of Annual Report for year 2018-19, as per our description given below, the tender shall be opened on the due date of submission of Tender at 3:30 PM i.e. 21.05.2019.

S.No	Particulars	Specifications
1	Quantity	200 copies, out of which 100 copies would be in English and 100 copies Bilingual (both in Hindi and English).
2	Size	8.5”X11” (finished) (Height 11”, Width 8.5”)
3	Pages	In English-Approx.100 Pages and in Bilingual – Approx. 200 Pages (Both side Printing), Variation in no. of pages: $\pm 10\%$
4	Printing	Multicolor Printing
5	Paper	Outer Cover Pase-180 GSM Art Card (indigenous) and laminated. Text Printing- 100 GSM (Photographs-130 GSM imported Gloss.)
6	Designing	Art Work/Designing shall be done by the Printer. Photographs for displaying on each page will be provided by CCI
7	Proof Reading	Proof reading shall be done by the printer. However, the final clearance will be obtained from CCI- Finance Department before printing. In case any mistake is found, even after final clearance, printer should rectify it. Further, recovery shall be effected at appropriate proportionate rates to the extent of loss occurred .
8	Binding	Sectional sewing perfect binding with cover creasing and pasting.

E-TENDER NO.	CCI/CO/7-01/19-MMO
MODE OF TENDER	e-Procurement System (Online Part A - Techno-Commercial Bid and Part B - Price Bid) through www.cci-etender.com of Antares Systems Ltd.
Last date of submission of valid documents SSI/NSIC/MSME certificate and other documents required as per tender terms & conditions under covering letter	21.05.2019 (15:00 hrs.)
Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and Price Bid at www.cci-etender.com	From 07.05.2019 (15:00 hrs.) Till 21.05.2019 (15:00 hrs.)
Date & time of opening of Tender	21.05.2019 at 15:30 hrs.
Validity of bids	60 days from the date of the techno- commercial bid opening.

The complete set of tender documents is available on our websites www.ccilttd.in

SM (MM)

List of Annexure

The tender documents comprise of following:-

Annexure: A-I	Important instructions for E-procurement
Annexure: A-II	Part-I - Instruction to tenderers
Annexure: A-III	Part-II- General terms & conditions
Annexure: A-IV	Part-III- Special terms & conditions
Annexure: A-V	Part-IV- Technical specifications
Annexure: A-VI	Price Bid Performa (Price schedule)

Important Instructions for E-procurement

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

You are requested to read the tender terms & conditions (**Annexure: A-I, A-II, A-III, A-IV, A-V & A-VI**) 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 Tenderwizard e-procurement portal. 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. Antares Systems Ltd is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature). 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.</p> <p>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 style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> 1 .DGM (MM), Landline: 011-30880183 Mobile: 09873277104, Email: mm_co@ccilttd.in </td> <td style="width: 50%; vertical-align: top;"> 2. Sr Manager (MM) Landline: 011-24365342 Mobile: 9882055251 E-mail: mm_co@ccilttd.in </td> </tr> </table> <p>Contact person (Antares Systems Ltd):</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> 1. Mr. Pravesh Mani Sr.Exe-CRM Mobile: 09044314492 Email:praveshmani.t@antaressystems.com </td> <td style="width: 50%; vertical-align: top;"> 2. Helpline Mob No.: 08049352000 Mob: 033 46046611 </td> </tr> </table> <p>B) System Requirement: Windows 8,10 Professional Operating System, Internet Browser-9,10 &11. Signing type Class 3 digital signature Java JRE 6 and above</p>	1 .DGM (MM), Landline: 011-30880183 Mobile: 09873277104, Email: mm_co@ccilttd.in	2. Sr Manager (MM) Landline: 011-24365342 Mobile: 9882055251 E-mail: mm_co@ccilttd.in	1. Mr. Pravesh Mani Sr.Exe-CRM Mobile: 09044314492 Email: praveshmani.t@antaressystems.com	2. Helpline Mob No.: 08049352000 Mob: 033 46046611
1 .DGM (MM), Landline: 011-30880183 Mobile: 09873277104, Email: mm_co@ccilttd.in	2. Sr Manager (MM) Landline: 011-24365342 Mobile: 9882055251 E-mail: mm_co@ccilttd.in				
1. Mr. Pravesh Mani Sr.Exe-CRM Mobile: 09044314492 Email: praveshmani.t@antaressystems.com	2. Helpline Mob No.: 08049352000 Mob: 033 46046611				
2	<p>(A) Part-A Techno-Commercial bid will be opened electronically on specified date and time as</p>				

	<p>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 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.</p> <p>Note:The tenderers are advised to offer their lowest possible rates taking into account the prevailing market conditions. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However, if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</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.</p> <p>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 is 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 on behalf of CCI Ltd.

Senior Manager (MM)

COVERING LETTER WHICH MUST BE SUBMITTED ONLINE BY THE TENDERER
DULY FILLED IN, SIGNED AND STAMPED NIT NO. 7(01)/19-MMO SO AS TO
REACH US BY 21.05.2019

Ref: 7(01)/19-MMO

Date:

To
The Senior Manager (MM)
Cement Corporation of India Ltd.,
Core-V, SCOPE Complex,
7-Lodhi Road,
New Delhi-110003

SUB: Submission of Tender for printing and supply of Annual Report for the year 2018-19
REF: Your NIT No. **7(01)/19-MMO dated 07.05.2019**

Dear Sir,

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

Part-A: Techno-Commercial Bid:

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

1. The scanned copy of duly filled covering letter
2. Submission of Earnest money of Rs 5,000 (Rupees Five Thousand) through e-Payment (through e-tendering portal Gateway).
3. 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.
4. Declaration (Annexure: E), duly filled in and stamped, on Bidder's letterhead.
5. Certificate whether any officer of your Corporation is related to me/us or not (Annexure 'B')
6. GST Registration Certificate.
7. Copy of the PAN card in the name of company/ dealer . (in case of proprietary firm it can be in the name of the proprietor).
8. Copies of Performance Reports from the Customers issued against orders executed during last 3 years.
9. Printer should have minimum three years of experience in the line of printing of Annual Accounts of reputed companies and should be conversant with latest technology and also possess full facility of man and machinery under one roof. (The details may be enclosed as per Annexure D1 and D3)

Part-B: Price bid: submitted as per **"PRICE BID"** format (Annex: A-VI)

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-----

2-----

**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 shall be adopted for preparation, submission and evaluation of the bids. The bid submitted should be duly signed by the bidder. The duly filled Tender should reach us on or before the submission time and date as stipulated in the Tender document.

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) Tenders received after the specified time & date are liable for rejection.
- vi) Tenders not submitted in the prescribed formats and not completed in all respect are likely to be rejected.
- vii) The tender documents are non-transferable. Only those firms can participate in whose name the tender has been sold.

- viii) 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.

3. 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)

4. VALIDITY OF OFFER:

Tender shall remain open for acceptance for 60 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.

5. 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 (Performa enclosed Annexure ‘C’)

6. 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.
7. 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.
8. 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.
9. **MSME ACT-** As per MSME Act-2012, 25% of the total tendered quantity shall be reserved for the vendors, registered with MSME, with quoted landed cost within the band L-1 +15%, provided they agree to supply at the landed cost of L-1. Out of the 20% of tendered quantity, 20% shall be reserved to the MSME entrepreneurs' with SC/ST category. For award of this quantity, the vendors shall have to submit the valid MSME certificate (with SC/ST category, if any) along with the techno-commercial bid of the tender. This shall be possible only if the L-1 bidder is not MSME. In case of more than one such MSME, the quantity shall be shared proportionately.
10. **START UP INDUSTRIES-** For industries who have started the business during last 3 financial years, the submission of the credentials like audited balance sheets, performance certificates for materials supplied during last 3 years may not be mandatory for the purpose of meeting the eligibility criteria of the tender. They can submit the documents for the financial years during which their plant was in operation. However the list & documents of plant and machineries etc. are required to be submitted.

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

1.0 1.0 EARNEST MONEY DEPOSIT:

- 1.1 All tenderers including those registered with the Corporation should furnish earnest money, as specified, through e-Payment (through e-tendering portal Gateway) in favor of Cement Corporation of India Limited, 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 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 NOTICE:

7.1 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.

8.0 DISPUTE UNDER THIS CONTRACT AND ARBITRATION:

8.1 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.

8.2 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.

8.3 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.

8.4 The venue of the arbitration shall be New Delhi or such other place as the arbitral tribunal at his discretion may determine.

9.0 JURISDICTION:

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.

10.0 LAWS GOVERNING THE CONTRACT:

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

11.0 WAIVER NOT TO IMPAIR THE RIGHT OF THE CORPORATION:

- 11.1 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.

12.0 CONDITION GIVEN BY THE TENDERER:

- 12.1 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).

13.0 OTHER COMMERCIAL TERMS AND CONDITIONS

13.1 PRICES:

- a) Prices quoted shall be firm during the tenure of the contract and shall be inclusive of expenses & taxes etc., i.e. and would be on F.O.R. station of dispatch/ destination as the case may be.
- b) Any statutory levy / variation in the GST 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.

13.2 GOODS & SERVICE TAX:

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 separate item on their bill.

The supplier shall furnish the following certificate on the body of the bill claiming aforesaid amount of IGST/CGST/SGST.

“It is certified that the goods, on which GST has been charged, have not been exempted under the GST or the rules made thereunder. The amount charged on account of GST on those goods are not more than what is payable under the provisions of the relevant act, or the rules made thereunder:”

13.3 PACKING AND MARKING:

- a) All 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, forwarding and transit insurance charges are to be borne by the supplier.

13.4 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 week 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.

13.5 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 consignments 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 oversized consignments from the station of dispatch to destination station. All expenses incurred in this connection shall be borne by the supplier.

13.6 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, 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.

13.7 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.

14 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.

15. 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
PART – III - SPECIAL TERMS & CONDITIONS**

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:

A) General

1.0 Specifications:

1.1 The specifications of the material required are attached as Part –IV (Annex A V).

The broad scope of work & other Terms & Conditions are given below:-

1. Size : 8.5” x 11 ”
2. Total Number of Copies: 200 Copies, out of which 100 copies would be in English only and 100 copies Bilingual (both in Hindi and English)
3. The number of Pages in ‘English only’ would be approximately 100 and in case of bilingual approximately 200 pages considering both side printing and not considering the cover page. The total number of pages could have a variation of (+/-) 10%.
4. Design Transparencies: The outer cover page should be in multi colours with complete design required to be done by printer and the same would be laminated. Art Card (indigenous) of 180 GSM should be used for cover page.
5. Text Printing: It would be in Multi Colours and the paper to be used would be mate of 100 GSM. Pages containing photographs are to printed on superior quality are paper of 130GSM (Imported Gloss), would be printed in multi colours alongwith designing if any.
6. Binding: Sectional sewing perfect binding with cover creasing and pasting.
7. Material for Reproduction: The English matter will be provided in MS Word, MS Excel or PDF format as it will be available. Typing is to be done by printer, the printer should have adequate technical manpower / staff to handle typing, page setting, proof reading and correction etc.
8. Translation to Hindi: The material shall be provided in English. Translation of entire English content as in Point no. 7 to Hindi including typing, proof reading and corrections will be carried out by the printer and submit to our Finance Deptt. for verification, as stated at Cl.3 of Other Condition.

Other Conditions:

1. Printer should have minimum three years of experience in the business of printing of Annual Accounts of reputed companies (PSU and/or Listed Companies) and should be conversant with latest technology and also have full facility of man and machinery under one roof.

2. Few samples of cover page designing has to be submitted to CCI within 10 days of the receipt of the order.
3. Proof reading shall be done by the printer. However, the final clearance will be obtained from CCI-Finance Department before printing. In case mistake is found, even after final clearance, printer should rectify it. Further, recovery shall be effected at appropriate proportionate rates to the extent of loss occurred.
4. Sample of paper to be used shall be enclosed with the Quotation duly signed and stamped, the same paper should be used while printing of Annual Report.
5. Time allowed for delivery of printed copies is mentioned as under:-

i)	Submission of proof of bilingual copy(1 st Run) by printer at SCOPE Complex Office (Editable soft copy and one set hard copy in loose pages)	Within 15 days from the date of supply of input data for printing.
ii)	Submission of proof of bilingual copy (2 nd Run) by printer at SCOPE Complex Office (Editable soft copy and one set hard copy in loose pages)	Within 3 days from the date of providing feedback on the 1 st run.
iii)	Supply of final printed copy (Editable soft copy and bound book as per work order)	Within 1 week of intimation by CCI.

L. D. for delay beyond above stipulated programme shall be effected @ Rs. 500/- per day with an overall limit of 5% of the order value. The tentative time by which the 1st set of information to be provided to the printer will be around last week of July-19.

6. Printer should quote rate (excluding taxes) indicating designing, typing, proof reading, printing, binding and cost of paper etc. of 200 copies with the indication of page wise rate beyond + (-) variation. The data for printing will be provided in the form of soft copy, scan copy as it will be available with CCI.
7. The total quantity indented by Corporate Office against the order placed may vary by +/- 20% at the discretion of the Corporation though variation in quantity for a specific type could be to any extent, but within the total qty. ordered with a variation of +/- 20%. The tenderer should be capable of supplying the tendered quantity +/- 20% within the delivery period and should quote accordingly
8. Printers intending to quote may have a look and feel of the previous year Annual Report, if asked for.
9. Earnest money of Rs 5,000 (Rupees Five Thousand) through e-Payment (through e-tendering portal Gateway).
10. Security Deposit: The successful firm is also required to submit a Performance Security Deposit for an amount equivalent to 5% of the tender value which will be deducted from the bill and will be refunded, after one month of final bill payment on successfully fulfilling the conditions of the tender.
11. Lowest bidder will be decided on the basis of overall cost of work.

2.0 Validity of Offer

Offer should remain valid for 60 days from the date of Tender Opening.

3.0 PRICES

- 3.1 The firm rates as per clause no. 13.1 of Part-II should be quoted in our prescribed price bid Performa as per Annexure-A VI, indicating separately prices for different elements.
- 3.2 The rates should be quoted on FOR destination basis exclusive of GST.

4.0 PAYMENT TERMS:

- 4.1 100% payment towards cost of material including GST and freight shall be released within 30 days after receipt, physical inspection and acceptance of material at our office & after adjustment of any recovery/ liquidated damages for delay in delivery, if any.

5.0 QUALITY

- 5.1 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.

6.0 DURATION OF CONTRACT

- 6.1 The contract shall remain valid till the completion of delivery of the entire order quantity.

Annexure: E

**DECLARATION LETTER WHICH MUST BE UPLOADED ONLINE ON TENDERR'S
LETTERHEAD BY THE TENDERER DULY FILLED IN, SIGNED AND STAMPED**

Ref.....

Date:

We/I have gone through the Part – I (Instructions to tenderers), Part- II (General Terms & Conditions), Part- III (Special Terms & Conditions) and Part- IV (Technical Specifications) of NIT No. 7(01)/19-
MMO, understand them completely and accept in entirety. Our offer is in confirmation to all the terms
and conditions of the tender including all corrigendum/ addendum, if any. In the event of award of
contract to us, the complete tender documents shall be considered for constitution of contract agreement.

We also confirm that no tampering is done with original tender documents. We understand that
any tampering of tender documents will lead to rejection of our bid/ Action for disqualification
in participation of Tenders in CCI.

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-----

2-----

Annexure – A V

CEMENT CORPORATION OF INDIA LIMITED

PART – IV – TECHNICAL SPECIFICATION

S.No	Particulars	Specifications
1	Quantity	200 copies, out of which 100 copies would be in English and 100 copies Bilingual (both in Hindi and English).
2	Size	8.5”X11” (finished) (Height 11”, Width 8.5”)
3	Pages	In English-Approx.100 Pages and in Bilingual – Approx. 200 Pages (Both side Printing), Variation in no. of pages: $\pm 10\%$
4	Printing	Multicolor Printing
5	Paper	Outer Cover Pase-180 GSM Art Card (indigenous) and laminated. Text Printing- 100 GSM (Photographs-130 GSM imported Gloss.)
6	Designing	Art Work/Designing shall be done by the Printer. Photographs for displaying on each page will be provided by CCI
7	Binding	Sectional sewing perfect binding with cover creasing and pasting.

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
-------	---------------------	-----------	------------------

Signature of tenderer

(Name / full address with seal)

DETAILS OF PLANT & MACHINERY INSTALLED

Name of Firm :

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

Signature :

Name :

Designation :

DETAILS OF ORDERS EXECUTED INCLUDING CCI DURING THE LAST THREE YEARS

-

Name of firm :

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

Date :

Signature :

Name :

Designation :

Price Bid Format

Name of Firm :

Sl. No.	Item	Qty (In Nos)	Element	Total Cost of Work (Excluding GST)	Applicable GST (in percentage)
1.)	Annual Report 2018-19: Size: 8.5"x11" (Bilingual Copy)	100	Designing Typing Proof Reading Printing Binding Cost of Paper Translation (English to Hindi)	----- TOTAL (Rs/ Copy) -----	
2.)	Annual Report 2018-19: Size: 8.5"x11" (English Copy)	100	Designing Typing Proof Reading Printing Binding Cost of Paper	----- TOTAL (Rs/ Copy) -----	

* Lowest bidder will be decided on the basis of overall cost of work.

Signature :

Name :

Designation :