



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

E-mail: mm_co@ccilttd.in
Website: www.ccilttd.in

Ref: 6(04)/19-MMO

Due Date of Tender Opening: 01.10.2019

NOTICE INVITING TENDER

Tender is invited for supply of 02 Nos. of NU 2356 Bearings and 1 No. of NU 2264 Bearing of **SKF/ FAG make** to our Tandur Unit (Telangana), 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. 01.10.2019.

S.No	Description	Quantity (Nos.)
1	Cylindrical Roller Bearing No. NU2264 (POS 5374)	1
2	Cylindrical Roller Bearing No. NU2356 (POS 5380)	2

Note:

- i. Mention standard performance/ warranty/ guarantee of bearings.
- ii. Material shall be supplied in such a packaging to avoid any damage in handling at port (sea worthy packing)
- iii. Ensure fitment guarantee and CCI will provide all technical details of gear box to ensure proper supply of current bearings to avoid fitment problem.
- iv. All bearings to be supplied shall be inspected and sealed by SKF/FAG Inspection Engineer and Inspection Certificate shall be submitted. A copy of Inspection report is to be submitted with dispatch documents.
- v. Party must have ex-stock availability or should offer minimum delivery period.

E-TENDER NO.	CCI/CO/6-04/19-MMO
MODE OF TENDER	e-Procurement System through www.cci-etender.com of Antares Systems Ltd.
Date of NIT available to parties to download	From 27.09.2019 (13:00 hrs.) Till 01.10.2019 (15:00 hrs.)
Last date of submission of valid documents SSI/NSIC/MSME certificate and other documents required as per tender terms & conditions under covering letter	01.10.2019 (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 27.09.2019 (13:00 hrs.) Till 01.10.2019 (15:00 hrs.)
Date & time of opening of Tender	01.10.2019 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

Mgr (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	Price Bid Proforma (Price schedule) to be submitted duly filled in a separate envelope superscripted as “PRICE BID”. Cost break up rates quoted may also be furnished.

Important Instructions for E-procurement

This is an e-procurement event of CEMENT CORPORATION OF INDIA. The e-procurement service provider is 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).</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 style="width: 100%; border: none;"><tr><td style="width: 50%;">1. DGM (MM), Landline: 011-30880183 Mobile: 09873277104, Email: mm_co@ccilttd.in</td><td style="width: 50%;">2. Manager (MM) Landline: 011-24365342 Mobile: 9435397065 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%;">1. Mr. Pravesh Mani Sr.Exe-CRM Mobile:09044314492</td><td style="width: 50%;">2. Helpdesk Ph: 0804935200 Ph:03346046611</td></tr></table> <p>Email:praveshmani.t@antaressystems.com</p> <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. Manager (MM) Landline: 011-24365342 Mobile: 9435397065 E-mail: mm_co@ccilttd.in	1. Mr. Pravesh Mani Sr.Exe-CRM Mobile:09044314492	2. Helpdesk Ph: 0804935200 Ph:03346046611
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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 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</p>				

	instruction/guideline shall be taken.
3	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4	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 is 5 MB. 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
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	Bidding in e-tender: 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.

Manager (MM)

COVERING LETTER WHICH MUST BE SUBMITTED BY THE TENDERER DULY FILLED IN, SIGNED AND STAMPED NIT NO. 6(04)/19-MMO SO AS TO REACH US BY 01.10.2019

Ref: 6(04)/19-MMO

Date: 27.09.2019

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

SUB: Submission of Tender for supply of 02 Nos. of NU 2356 Bearings and 1 No. of NU 2264 Bearing of SKG/FAG make to our Tandur Unit
REF: Your NIT No. **6(04)/19-MMO dated 27.09.2019**

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. Declaration (Annexure: E), duly filled in and stamped, on Bidder's letterhead.
2. 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). For parties outside India, registration certificate of the company is to be submitted.
3. Copies of Performance Reports from the Customers issued against orders executed during last 3 years.
4. Authorized Dealership/Stockist Certificate of SKF/ FAG.
5. Declaration: Bearings shall be supplied only after necessary Inspection by SKF/ FAG Engineers.

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 in electronic form shall be adopted for preparation, submission and evaluation of the bids. The bid submitted should be digitally signed by the bidder. Soft copy of the bids (Techno-Commercial Bid and Price Bid) shall be uploaded through the portal www.cci-etender.com on or before the submission time and date as stipulated in the bidding 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) A true copy of the partnership deed (and Articles and Memorandum of Company) duly attested should be furnished.
- vi) Tenders received after the specified time & date are liable for rejection.
- vii) Tenders not submitted in the prescribed formats and not completed in all respect are likely to be rejected
- viii) The tender documents are non-transferable. Only those firms can participate in whose name the tender has been sold
- ix) Tenderers shall not be entitled to claim any costs, charges, expenses or incidentals for or in connection with the preparation and submission of their tenders even though the Corporation may decide to withdraw the "Invitation of Tender" or reject any/all tender(s) without assigning any reasons thereof

3. OPENING OF TENDER:

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

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

4. CLEAR UNDERSTANDING:

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

5. VALIDITY OF OFFER:

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

6. REFERENCE LIST:

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

7. AWARD OF CONTRACT:

a) The Corporation reserves the right:

- i) To accept in its sole and unfettered discretion any tender for whole or part quantities/ part work or to reject any or all tenders without assigning any reasons thereof and without entitling the tenderer to any claim whatsoever.
 - ii) To award the contract to one or more number of firms, either at equal price or on different prices.
 - iii) To enter into parallel contracts simultaneously or at any time during the period of the contract with one or more tenderer(s) as the Corporation may deem fit.
 - iv) To place adhoc order simultaneously or at any time during the period of the contract with one or more tenderer(s) for such quantity and for such jobs as the Corporation deem fit.
- b) Normally no price negotiation will be conducted. Tenderers are advised to quote lowest rates on firm basis in their offers.
- c) Firms which have failed to fulfil earlier contractual obligations may not be considered.

- d) If no separate agreement has been signed by the parties to the contract, the LOI/ Order resulting from this tender including all negotiation and detailed order to be issued subsequently, with its terms and conditions and stipulation as agreed to by the tenderer and to the extent modified during negotiations, constitutes the contract agreement relating to the work between the successful tenderer and the Corporation and the parties shall be bound by the terms and conditions and all provisions of this contract.
- e) The Corporation does not bind itself to accept the lowest or any tender to assign any reason for non-acceptance of the same.
- f) The Corporation shall mean and include the administrative and executive officers of its Corporation Office at New Delhi as well as of factories/ projects as the case may be who are identified to deal with matter relating to this contract on its behalf.
8. In case of the due date of sale/ submission/opening of tender falling on Government holiday(s), the succeeding working day/date will be treated as due day/date automatically. However, the time will remain unchanged.
9. The tenderer should have adequate experience in the related field and should furnish supporting documents giving details of similar job executed during last three years.

10. INTEGRITY PACT & IEM:

- ~~10.1 — 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 or extension thereof. In case the contract is sub-let by the successful Tenderer with the permission of the Corporation, the Principal Contractor/successful Tenderer shall take responsibility for adoption of Integrity Pact by the sub-contractor.~~
- ~~10.2 — The person signing Integrity Pact shall not approach the court while representing the matters to IEM & he/she will await their decision in the matter.~~
- ~~10.3 — Independent External Monitor (IEM) shall oversee the compliance under the Integrity Pact. The details of IEM is given in the CCI website.~~
- ~~10.4 — The stake holders may approach the IEMs regarding any unethical terms / practices of the organization.~~
- ~~10.5 — The IEM would examine all complaints received by them.~~
- ~~10.6 — 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.~~
- ~~10.7 — 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.~~

- 10 **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 25% of tendered quantity, 20% shall be reserved to the MSME entrepreneurs' with SC/ST category. Besides out of 25% total procurement from MSEs, 3% procurement shall be from MSEs owned by women. 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.
12. **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 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.~~
- ~~1. Failure to furnish Security Deposit in accordance with the conditions of the tender i.e. within 15 days of the acceptance of offer/issue of Rate Contract/P.O. will be considered to be breach of contract which would give the Corporation the right to terminate the contract and forfeit the EMD amount. For such breach of contract, the Corporation will also be entitled to take any other course of action against the successful tenderer as it may deem fit like stoppage of business dealings/ debarring from tendering, etc.~~
- ~~2.3 The Security deposit may be made either by bank draft or bank guarantee in favour of Cement Corporation of India Ltd. from any nationalized bank in the prescribed form valid for a 6 months beyond the date of completion of contract with a further claim period of 3 months. The Earnest money deposit in the form of bank draft will be adjusted towards portion of security deposit, in the case of successful bidder.~~
- ~~2.4 If work is not started after acceptance of tenderer's offer, EMD/SD will be forfeited.~~

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

3.0 MEMBER OF THE CORPORATION NOT INDIVIDUALLY LIABLE:

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

4.0 CORPORATION NOT BOUND BY PERSONAL REPRESENTATION:

The contractor shall not be entitled to any increase in the rates or any other right or claim whatsoever by reason of any representations, explanation or statement or

alleged representation, promise or assurance given or alleged to have been given by any employee of the Corporation.

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

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

~~6.0 SUB-LETTING OF CONTRACT:~~

~~The contractor shall not sublet or assign this contract or any part thereof without obtaining prior written permission of the Corporation. In the event of the contractors subletting or assigning the contract or any part thereof without such permission, the Corporation shall have the right to rescind the contract and contractor shall be liable to the Corporation for any loss or damage which the Corporation may sustain in consequence or arising out of such cancellation. Even, in case subletting is permitted by the Corporation the party to~~

~~whom subletting is proposed, will be subject to approval of the Corporation. However, the Corporation will not recognize any contractual obligations with the persons or party to whom the contract has been sublet including compensation under workman's compensation Act and the Contractor will be held responsible for the satisfactory, due and proper fulfillment of the contract.~~

7.0 CHANGES IN CONSTITUTION:

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

8.0 FORCE MAJEURE CONDITIONS:

- 8.1 If any time during the continuance of the agreement/contract it becomes impossible by reasons of war, or war like operations, strikes, lock-outs, riots, civil commotion, epidemical sickness, pestilence, earthquake, fire, storm, or floods, the contractor shall during the continuance of such contingencies, not be bound to execute the contract during this period as per agreement/ contract time schedule. The work shall be resumed immediately the contingencies has have ceased or otherwise determined and contractor's obligations shall continue to be in force for correspondingly extended period after the resumption of execution. The contractor shall however, inform the corporation by registered post about such acts at the beginning and end of the above causes of delay within ten days of occurrence and cessation of such force majeure conditions.
- 8.2 In the event of delay lasting over one month, if arising out of cause of force majeure the Corporation reserves the right to cancel the order/ contract without any compensation whatsoever, and/or any consequential loss etc.
- 8.3 Only events of Force Majeure which affect the work at the time of its occurrence shall be taken into cognizance. The Corporation shall not be liable to pay any extra costs or increased rates due to delay under Force Majeure conditions. Only appropriate extension of time will be granted.

~~9.0~~ **NOTICE:**

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

10.0 DISPUTE UNDER THIS CONTRACT AND ARBITRATION:

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

11.0 JURISDICTION:

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

12.0 LAWS GOVERNING THE CONTRACT:

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

13.0 WAIVER NOT TO IMPAIR THE RIGHT OF THE CORPORATION:

- 13.1 Any delay in exercising or omission to exercise any right, power or remedy accruing to

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

14.0 CONDITION GIVEN BY THE TENDERER:

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

15.0 OTHER COMMERCIAL TERMS AND CONDITIONS

15.1 PRICES:

- a) Prices quoted shall be firm during the tenure of the contract and shall be inclusive of GST, 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.

15.2 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:”

15.3 PACKING AND MARKING:

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

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

15.5 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 consignment are to be avoided.
- b) The supplier shall obtain clear and unconditional Railway Receipt/ Parcel way bills/ lorry receipts from the Carriers.
- c) The supplier shall have to make arrangements for the dispatch of all over size dimensional consignments to purchaser's site and shall be responsible for taking permission, if necessary, from the concerned authorities for the movement of such oversize consignments

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

15.6 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, inspection certificate issued by the inspection authority shall be sent to the paying authority. In case the dispatch documents are to be sent through bank, advance copy of the invoice shall be sent to the paying authority within 72 hours of the dispatch of the consignments.
- d) One copy of the invoice along with a copy of packing list delivery challan shall be sent to the Officer who has placed the order.
- e) If any extra charges including wharfage or demurrage are incurred in taking delivery of the consignment due to supplier's failure to observe the conditions mentioned above same will be recovered from the supplier.

15.7 INSPECTION:

- ~~i) — Pre inspection at supplier's work will be carried out by P&I Dept. of CCI/ Unit/ any other agency at the sole discretion of CCI.~~
- ~~ii) — All inspection calls will be issued from the works and not Sales Office with the stamp of the supplier, giving a clear notice of 21 days from the date of stamp of the Post Office when any items are offered for inspection.~~
- ~~iii) — Inspection will cover checking of all items being manufactured by the supplier at his own works, at the works of his sub-supplier and also of any of his bought out items.~~
- ~~iv) — The supplier will provide all facilities including tools, instruments and other apparatus to inspecting officer to facilitate inspection and avoid delay in work on this account.~~
- ~~v) — The test would normally be conducted as per BIS standards wherever available and in other cases as per prevalent engineering practices for consignments, checking of material will be done for chemical analysis, physical properties, visual inspection, non-magnetic property, test certificates and other non-destructive tests (if specified in the purchase order). — Test verification of chemical composition will be done in a Govt. laboratory/ Govt. approved laboratory/any other reputed laboratory at the discretion of CCI wherever required.~~
- ~~vi) — The Inspector will have access to the premises/ workshop of supplier, his sub-supplier at all reasonable times to undertake inspection, take samples, take any other measurement or readings and to check the progress of any of the items.~~
- ~~vii) — Inspection will include checking of raw materials manufacturing procedures, stage inspection (as per stages to be indicated/ required by CCI during execution) and final~~

- inspection.—All detailed records about the stage inspection will always be kept by the manufacturer and CCI inspector will be at liberty to check those records on demand.
- viii) For any sub-contracted items, supplier will inspect them himself before offering them to CCI for inspection.—In this regard, the supplier will submit his inspection report along with all documents while giving inspection call for sub-contracted items.
 - ix) The supplier will immediately on receipt of the order, draw an inspection plan with CCI for identifying the stages at which checking is to be done to meet with CCI's requirements.
 - x) Final inspection will be carried out when the material/equipments are ready in all respect preferably before painting.—The extent and type of inspection will depend upon type of equipment/ item and its function in general and will include items like checking of critical dimensions, physical tests, straightness/ flatness and surface finish, checking of hardness of components, carrying out load/ no load trials, dynamic/ static balancing, leakage and hydraulic tests contract impression, tooth profile and back lash etc.
 - xi) The manufacturer will supply to the inspector all test certificates and records of their own internal inspection at the time of final inspection.—These will include manufacturing records, destructive and non-destructive tests, impulse test etc.
 - xii) If the inspector has advised the supplier to do certain rectification before dispatch of materials, these instructions will be carried out and materials will not be dispatched without these rectifications.—Inspection by CCI inspectors will not absolve the supplier from his responsibility regarding the quality of materials supplied by him or his sub-contractors/ sub-suppliers.—CCI will have the right to reject the materials if after their receipt at site, it is found that the rectifications advised by CCI were not carried out or the items do not give the specified performance as per the specifications and the guarantees.
 - xiii) For long delivery items, the supplier will send a monthly progress report indicating the latest status of each item/assembly to enable CCI to know the progress of work.
 - xiv) Notwithstanding the stage/final inspection done at the works of supplier, CCI reserves the right to inspect or test the goods at its destination site and any defects/short comings noticed will be made good by the supplier/work as per contracted time schedule, at his own expenses.
 - xv) CCI reserves the right to inspect any bought out item and in this regard the supplier will submit all necessary records, data and documents so as to enable CCI inspector to undertake inspection.
 - xvi) No material will be dispatched under any circumstances without clearance from CCI Corporate Office.
 - xvii) All costs involved in connection with inspection/testing will be borne by the supplier.
 - xviii) The supply of bearings has to be associated with the SKF or FAG (whichever make is supplied). Inspection certificate stating that these are of genuine SKF/ FAG make bearings has to be provided. The rates may be quoted accordingly.

15.8 WARRANTY REGARDING QUALITY OF MATERIALS SUPPLIED:

- a) Supplier shall guarantee that all the items supplied by them whether manufactured by them or their sub-contractor or purchased from any other source and supplied to the corporation shall be new and free from all defects arising due to defective material or manufacturing defects. Items supplied shall be first class workmanship with effective design.
- b) The supplier shall warranty to replace, rectify or repair free of cost at the factory site, the component or part of item proved to have become unserviceable due to any of the above defects within period of 12 months from the date of use of the material or 18 months from the date of dispatch of item(s) whichever is earlier. In the event of the supplier not

complying with the above within a reasonable time, the corporation will have the option to rectify/repair or replace the defective part(s)/component after giving three weeks notice to the supplier and recover the cost from the supplier.

16. CCI reserves the right to request for diversion of dispatch of materials to any of its other units. Difference in taxes, duties and freight charges if any, shall be borne by CCI.
17. In the event of negotiations, only downward revision of rates will be allowed. Any change in techno-commercial terms as agreed earlier, will not be permitted at this stage. Hence any qualifying remarks in the price bid revised/ negotiated offer will not be entertained and shall render the tender liable for rejection and forfeiture of earnest money deposit.

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:

1.0 Inspection

Inspection certificate of SKF/ FAG Engineers shall be provided alongwith the supply of bearings and also enclose the same with LC Documents. The rates may be quoted inclusive of Inspection charges.

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. 11.1 of Part-II should be quoted in our prescribed price bid Performa as per Annexure-A V, indicating separately prices for different elements. Rate should be inclusive of Inspection charges by SKF/FAG Engineers
- 3.2 The insurance, port clearance etc may be taken care in other charges
- 3.3 Supplier shall furnish freight payable from place of supply to our factory on door delivery basis. This will be pre-requisite of the tender and no variation in freight charges will be allowed during the contractual period.

4.0 PAYMENT TERMS:

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

We can also consider the payment through Letter of Credit (LC). The party has to choose the mode of payment in the techno-commercial bid. LC shall be established by CCI, Corporate Office (New Delhi), after approval of billing schedule to be submitted by you one week before the dispatch of the first consignment. The bank charges to be incurred by CCI shall be recovered

from the party. The LC shall be operated on submission of the following documents to the banker:

1. Three copies of the invoice alongwith Inspection Certificate of FAG/ SKF, warranty certificate, Test Certificate, Certificate of origin of goods, packing list, LR/ GR etc. documents.

5.0 WARRANTY/ GUARANTEE

- 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. The standard guarantee of 18 months from the date of supply or 12 months from the date of use whichever is earlier, shall be provided.

6.0 DURATION OF CONTRACT

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

7.0 DELIVERY

- 7.1 The bearings are required from ex-stock. The preference shall be given for ex-stock availability or delivery within shortest period. The vendors are requested to quote the delivery period in the techno- commercial bid.

8.0 FREIGHT & INSURANCE

- 8.1 Freight quoted will remain firm and no variation on any account will be allowed during the period of contract / execution of entire order. The transit insurance charges, if any will be borne by the successful tenderer upto destination.

9.0 OTHER TERMS & CONDITIONS

- 9.1 The bearings required are only of **SKF or FAG make**. No other make shall be accepted.
- 9.2 The vendor may submit the Authorised Dealership Certificate from SKF/ FAG. In case the dealer is outside India, Authorised stockiest certificate may be submitted.
- 9.3 The bearings are required for our plant's maintenance. The availability of ex-stock may be indicated. Parties with ready stock will be given preference and be considered. However, they may also submit earliest delivery time of bearings.

Annexure: E

DECLARATION LETTER WHICH MUST BE UPLOADED ONLINE 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. 6(04)/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-----

PRICE BID FORMAT

Sl. No	Item	Qty (Nos.)	Basic Rate (Rate per Bearing) Rs./No.	Freight Charges (Rate per Bearing) Rs./No.	Other Charges (Insurance, Clearance from Port Charges)	Applicable GST	Total (Rate per Bearing) Rs./No
1	Cylindrical Roller Bearing No. NU2264 (POS 5374) SKF/ FAG make	1					
2	Cylindrical Roller Bearing No. NU2356 (POS 5380) SKF/ FAG make	2					

- Note-
1. GST must be quoted considering successful availment of ITC by CCI
 2. Certified that the GST indicated as above are as per the prevailing Act of GST and provision made thereunder
 3. The overall Lowest Bidder (L-1) shall be evaluated on the basis of net cost to the corporation i.e. Total landed cost inclusive freight but excluding the input credits from GST (applicable on basic rate & freight).
 4. The delivery shall be in Tandur Cement Factory (Telangana)

Signature of the tenderer
with name, designation
and stamp