



Cement Corporation of India Limited

(A Govt. of India Enterprise)
Core V, SCOPE Complex, 7 Lodhi Road
NEW DELHI-110 003
CIN-U74899DL1965GOI004322
PHONE: 011-30481079

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

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

1.0 Design, Development, Installation, Implementation, Hosting and Training to PF Trust Management Software at Cement Corporation of India Limited-Tender No. - ND/M&CS/PF Software/2019-20.

The complete set of tender documents is available on websites www.ccilttd.in, www.eprocure.gov.in and www.cci-etender.com of Antares Systems Ltd.

E-TENDER NO.	Tender No. - ND/M&CS/PF Software/2019-20
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.
Date of NIT available to parties to download	From 31.10.2019 (10:00 hrs.) Till 22.11.2019 (15:00 hrs.)
Earnest Money Deposit	No EMD
Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and Price Bid at www.cci-etender.com	From 31.10.2019 (10:00 hrs.) Till 22.11.2019 (15:00 hrs.)
Date & time of opening of Part-A (i.e. Techno-Commercial Bid) Part-B Price Bid: Date of opening of Part-B i.e. price bid shall be informed separately	22.11.2019 at 15:30 hrs. To be communicated separately.
Validity of bids	60 days from the date of techno- commercial bid opening.

Manager (Systems)

Note: The tenderers are advised to keep visiting our website till last/extended date of submission/due date of opening of tender for corrigendum /addendum, if any, to the tender.

List of Annexure

The tender documents comprise of following:-

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

Important Instructions for E-procurement

This is an e-procurement event of CEMENT CORPORATION OF INDIA. The e-procurement service provider is 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: (To be done by our service provider M/s Antares System Ltd. at Free of cost) The process involves vendor's registration with Tender wizard 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 border="0"> <tr> <td>1. Manager (Systems), Landline: 011-24360099 Mobile:7827939857 Email: mandcs_co@ccilttd.in</td> <td>2. Dy. Manager (Systems) Landline: 011-24360099 Mobile: 08750732135 E-mail: mandcs_co@ccilttd.in</td> </tr> </table> <p>Contact person (Antares Systems Ltd):</p> <table border="0"> <tr> <td>1. Mr. Pravesh Mani Sr.Exe-CRM Mobile: 09044314492</td> <td>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. Manager (Systems), Landline: 011-24360099 Mobile:7827939857 Email: mandcs_co@ccilttd.in	2. Dy. Manager (Systems) Landline: 011-24360099 Mobile: 08750732135 E-mail: mandcs_co@ccilttd.in	1. Mr. Pravesh Mani Sr.Exe-CRM Mobile: 09044314492	2. Helpdesk Ph: 0804935200 Ph: 03346046611
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1. Mr. Pravesh Mani Sr.Exe-CRM Mobile: 09044314492	2. Helpdesk Ph: 0804935200 Ph: 03346046611				
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 instruction/guideline shall be taken.</p>				

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 Tender wizard (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 (Systems)

Annexure A-II

COVERING LETTER WHICH MUST BE SUBMITTED BY THE TENDERER DULY FILLED IN, SIGNED AND STAMPED TO BE UPLOADED ON-LINE.

Ref: ND/M&CS/PF software /2019-20/

Date: 30.10.19

SPEED POST/COURIER

To

Manager (Systems),
M/s Cement Corporation of India Limited
Core 5, Scope Complex, 7, Lodhi Road
New Delhi, 110003

SUB: Design, Development, Installation, Implementation, Hosting and Maintenance of PF software System Software at Cement Corporation of India Limited.

REF: Your NIT No. - ND/M&CS/PF software/2019-20

Dear Sir,

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

Part-A: Techno-Commercial Bid:

(a) On-Line Submission (Soft Copy)

The following documents duly filled in, signed digitally and stamped are up-loaded On-Line through www.cci-etender.com of Antares Systems Ltd.

1. The scanned copy of covering letter (Annexure : A-II)
2. Annex: E to be submitted.
3. GST Registration No.
4. Scanned copy of the PAN card in the name of company. (in case of proprietary firm it can be in the name of the proprietor).
5. In case of firm registered with MSME, Certificate from MSME (NSIC Certificate) clearly specifying the date of registration alongwith starting of manufacturing process and whether it is registered under ST/SC. The firms registered with MSME will also have to submit a copy of Udyog Aadhar Memorandum
6. Certificate whether any officer of your Corporation is related to me/us or not (Annexure `B')
7. List of unexecuted orders in hand as per (Annexure C)
8. Additional information to be furnished (Annexure D)
9. Details of orders executed, including CCI during last 3 years(AnnexureD3).
10. The turnover for three financial years **2016-17, 2017-18 and 2018-19** in Rs.(Crore) as per the Audited Balance –sheet and Profit and Loss account.
11. Purchase order copies of orders executed in last 3 financial yrs. So as to satisfy the eligibility criteria as per clause-of part-III of our tender document.

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

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

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

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

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

Yours faithfully,
(SIGNATURE OF THE TENDERER WITH SEAL)

WITNESS (NAME & ADDRESS)

1-----

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

Part-A: Techno-Commercial Bid:

The following documents duly filled in, signed digitally and stamped are up-loaded On-Line through www.cci-etender.com of Antares Systems Ltd.

1. The scanned copy of covering letter (Annexure : A-II)
2. Annex: E to be submitted.
3. GST Registration No.
4. Scanned copy of the PAN card in the name of company. (in case of proprietary firm it can be in the name of the proprietor).
5. In case of firm registered with MSME, Certificate from MSME (NSIC Certificate) clearly specifying the date of registration along with starting of manufacturing process and whether it is registered under ST/SC. The firms registered with MSME will also have to submit a copy of Udyog Aadhar Memorandum
6. Certificate whether any officer of your Corporation is related to me/us or not (Annexure `B`)
7. List of unexecuted orders in hand as per (Annexure C)
8. Additional information to be furnished (Annexure D)
9. Details of orders executed, including CCI during last 3 years(AnnexureD3).
10. The turnover for three financial years **2016-17, 2017-18 and 2018-19** in Rs.(Crore) as per the Audited Balance –sheet and Profit and Loss account.
11. Purchase order copies of orders executed in last 3 financial yrs. So as to satisfy the eligibility criteria as per clause-of part-III of our tender document.

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

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 extrapayment 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. Duration of contract will be one year from contract award date, after satisfactory performance It may be extend after get the approval from competent authority.

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 fulfill 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. **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, 25% 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.
11. **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.
- 2.2 Failure to furnish Security Deposit in accordance with the conditions of the tender i.e. within 15 days of the acceptance of offer/issue of Rate Contract/P.O. will be considered to be breach of contract which would give the Corporation the right to terminate the contract and forfeit the EMD amount. For such breach of contract, the Corporation will also be entitled to take any other course of action against the successful tenderer as it may deem fit like stoppage of business dealings/ debarring from tendering, etc.
- 2.3 The Security deposit may be made either by bank draft or bank guarantee in favour of Cement Corporation of India Ltd. from any nationalized bank in the prescribed form valid for a 6 months beyond the date of completion of contract with a further claim period of 3 months. The Earnest money deposit in the form of bank draft will be adjusted towards portion of security deposit, in the case of successful bidder.

- 2.4 If work is not started after acceptance of tenderer's offer, EMD/SD will be forfeited.
- 2.5 In the event of any approved upward revision in the value of the contract the successful tenderer will, on receiving intimation, make further deposit as specified by the Corporation towards the increased value of the contract.
- 2.6 The security deposit will not bear any interest. The Corporation reserves the right to adjust security deposit towards any amount due to it from the successful tenderer against this contract or against any other contract with this Corporation and in such an event the successful tenderer on receipt of notice from the Corporation shall make further deposit to restore the security deposit to the full amount.
- 2.7 The security deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Corporation, should the successful tenderer either fail to complete the jobs assigned to him/them as per agreed time schedule or to fulfill his/their contractual obligations or to settle in full his/their dues to the Corporation.
- 2.8 The Corporation is empowered to deduct from the security deposit or 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 finalization of work, performance etc. Failure to do so shall entitle the Corporation to encash the bank guarantee against it towards any dues, recoveries L.D. etc.

3.0 MEMBER OF THE CORPORATION NOT INDIVIDUALLY LIABLE:

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

4.0 CORPORATION NOT BOUND BY PERSONAL REPRESENTATION:

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

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

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

6.0 SUB-LETTING OF CONTRACT:

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

7.0 CHANGES IN CONSTITUTION:

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

8.0 FORCE MAJEURE CONDITIONS:

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

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

9.0 NOTICE:

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

10.0 DISPUTE UNDER THIS CONTRACT AND ARBITRATION:

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

11.0 JURISDICTION:

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

12.0 LAWS GOVERNING THE CONTRACT:

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

13.0 WAIVER NOT TO IMPAIR THE RIGHT OF THE CORPORATION:

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

14.0 CONDITION GIVEN BY THE TENDERER:

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

15.0 OTHER COMMERCIAL TERMS AND CONDITIONS

15.1 PRICES:

- a) Prices quoted shall be firm during the tenure of the contract and shall be inclusive of 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 order 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 finalize a detailed development 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.
- 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 Software 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, and 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.

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 LTD
NEW DELHI**

ANNEXURE - 'B'

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

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

CEMENT CORPORATION OF INDIA LTD
NEW DELHI

ANNEXURE - 'C'

UNEXECUTED / PRESENT CONTRACTS / JOBS IN HAND

S.No.	Name of client	Nature of work	Approx. value of contract (Rs. In lakhs)	Date of start	Stipulated date of completion
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Signature of tenderer
(Name / address with seal)

Place:

Date:

CEMENT CORPORATION OF INDIA LIMITED

NEW DELHI

ANNEXURE-`D`

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

1. Name of the Firm
2. Complete Postal address/Gram/Tlx/Phone etc.
 - a) Head Office/Corporate Office
 - b) Factory
 - c) Other branches (incl. Delhi office, if any)
3. Whether Public Sector/PrivateSector/Joint Sector etc.
3. Type of Organisation:
 - Proprietary/Partnership/Limited/any other type
 - A. In case of Proprietors/Partnership
 - i) Name of the Proprietors/Partners
 - ii) Whether business/Partnership is registered
 - iii) Date of commencement of business
 - iv) Status of Income Tax assessment (Please attach copy of Valid Income Tax clearance certificate)
 - v) Name & address of the Bankers (Please attach reference letter from your banker)
 - 1. B. In case of Limited Liability Company or Company Limited by Guarantees**
 - i) Amount of paid-up Capital
 - ii) Name of Directors
 - iii) Date of Registration of Company
 - iv) Copies of last three years' audited balance Sheets of company (including Profit & Loss Statement) to be enclosed.
 - v) Name & address of the Bankers (please attach reference letter from your banker)
5. Date of commencement of production of item for which tender is being submitted.
6. Annual turnover for last 3 years _____ Amount Rs. In lakhs
of the category/item for which tender is being submitted.
7. List of Plant & Machinery installed (Details to be furnished as per Annexure-D 1)
8. Details of orders executed/completed including CCI's, if any, during last 3 years (details to be
Furnished as per Annexure-D2). (Photocopies of orders/contracts along with performance
Certificates from buyers to be enclosed).

9 Present order in hand (Details to be furnished as per Annexure `C')(Photocopies of orders/contracts to be attached).

10. Details of Foreign collaboration, if any. (Please attach photocopies of collaboration agreement if it is there).

11. **FINANCIAL**

- a) Investment on fixed assets of building, fitting & fixtures.
- b) Investment on Plant & Machinery tools and dies etc.

12. **Testing Facilities**

- i) Is your firm authorised to use ISI certification mark (give authority reference with copies)
- ii) Are these testing facilities adequate in line with ISI.
- iii) What are the test facilities (Test Equipment? Annexure – D2)

13. Are you on the approved list with any of the following
Supply of items quoted :

- Any Public Sector Undertakings
- Cement Plants
- Other reputed agency

(Enclose photocopies of Registration Certificates)

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

1. Enclosed Not Enclosed

- a) Copy of Last 3 Yrs Income Tax Return _____
and PAN card.
- b) Partnership Deed, if applicable _____
- c) Copies of last three years audited
Balance sheets with Profit& Loss A/cs _____
- d) List of Plant & Machinery
(as per Annexure D1) _____
- e) Photocopies of Performance Reports
From the customers _____
- f) Details of present orders in hand
(as per Annexure - C) _____
- g) Photocopy of foreign collaboration,
If applicable _____
- h) Reference from the Bankers indicating
Financial status of the company _____
- i) Details of Testing Facilities
(as per Annexure D2) _____

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

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

Place :
Date :

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

Name of the firm:

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

Signature :

Name :

Designation :

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) of NIT No. ND/M&CS/PF SOFTWARE/2019-20, 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-----

CEMENT CORPORATION OF INDIA LIMITED

PART – III

Scope of Work

The application software of the tenderer will convert the present system CCI into an PF software within a maximum period of 3 months. The software platform is to use in the departments of CCI with hand hold training for users, after successful deployment of the application.

The main objectives of the PF software are:

- (a) To improve efficiency, consistency and effectiveness of Department responses.
- (b) To reduce turnaround time of the file processing.
- (c) To provide for effective resource management to improve the quality of administration.
- (d) To reduce processing delays.
- (e) To establish transparency and accountability.
- (f) Less paper.
- (g) To provide cost effective e-storage facility.

Accounting Features

- i) Software should support complete PF trust management activity for our 2500 members like members accounting, investment management, interest calculation, transfer in/out settlement, loans (refundable /non-refundable), books of accounts updation (Trial balance, Balance sheet, Revenue statements), statutory & MIS reports for PF, pension reports (Appendix A, Appendix B, challan 3,4,5,6,7,8,10C & 10D) and gratuity disbursement.
- ii) Provision for import and export of data from SAP/ Tally ERP 9 and also manual entry Single as well as Bulk as and when required
- iii) Software should provide all ledgers and sub ledgers for further reconciliation
- iv) Provision for n number of dormant members.
- v) Provision for instant updating of accounts on every data entry
- vi) Provision for Interest run for any specific period during year any time as administrator. Provision to re-run interest, post interest into accounts to take quarterly balance sheet and takes care for interest rate % changes during year. Provision of additional interest for members.
- vii) Provision for maintenance of PF accounts and pension accounts with a single master file.
- viii) Provision for import of arrears from the salary in excel format.
- ix) Excess of interest paid over and above of interest declared by EPFO. A list should be generated employee wise for excess interest amount for taxation purpose.
- x) Adjustment related entries should be allowed. It should also be reflected in online generated PF slip
- xi) Provision for handling of those cases where employee is now not EPS member (After 58 years of age). EPS report should be generated excluding those employees who are now not EPS member (more than 58 years of age)

Loan Features

- i) Provision for Auto calculation of eligible amount for refundable and non-refundable loan, history tracking, Documents required, sanction check conditions. Provision for online submission of loan application along with the upload of scanned documents.
- i) Interest calculations should be done automatically.
- ii) Software should generate sanction letters and report SBU wise.

Settlements/Transfer out Features

- i) Auto calculation of payable amount, required supporting documents for transaction facility to import for bulk settlement transfer out
- ii) Provision for maintaining and archiving the details of settled cases.
- iii) Provision to specify date and rate of interest for Settlement for individual employee. After that account should be closed for that employee and proper accounting should be posted.

Investment Features

- i) Provision for investment management & tracking which includes investment register, evaluation, amortization of premium/discount, calculation of accrued interest, interest due schedule, YTM calculation, maturity schedule put/call and interest due monitoring etc.
- ii) Should be handle all type of investment securities including Central government, State government, PSU, mutual funds, market securities etc.
- iii) Software should generate all MIS reports like purchase and track of investment till redemption with interest received, accrued (due/not due), amortization, YTM/YTD and reminder reports etc.

Statutory Returns

- i) Software should be in compliance with EPFO directives
- ii) All statutory report should be automatically generated by system.
- iii) Software should provide online challan and return (ECR) data.

Online employee Self Service

Web access to employees for online balance check of their PF fund/Superannuation, nomination details update, status of their withdrawal claim, online loan application and eligibility check, FAQ, and various downloading forms etc.

Reporting Features

- i) Provision for accounts including generation of vouchers bank book, journal, General Ledger and preparation of trial balance, balance sheet and income and expenditure accounts.
- ii) Provision for generation of statutory returns to RPFC like appendix A, Appendix B, challan 3,4,5,6,7,8,10C & 10D etc.
- iii) Should have the facility to obtain MIS reports as per the requirement. Customization should be possible for MIS reports.
- iv) Should provide Loan ledger for refundable and non-refundable loans.
- v) Should provide PF slips and ledger generation for any financial year.

General Features

- i) Should be fully browser based and is developed on latest web based technologies.
- ii) Should have the provision for customization to add/edit some additional features, Data Entry Form and Reports
- iii) Technical Specification about installation

- iv) Should support high end database
- v) Integration facilities should be available from SAP/Tally ERP 9 for monthly PF and Pension contribution.
- vi) Should have auto import facility for masters & transactions. Automatic import facility for employee's master, monthly contribution, transfer in/out, settlement, loan and investment from SAP, Tally ERP 9 other ERP, Excel and other format like CSV & DBF.
- vii) Provision of manual entry.
- viii) Roles/Rights management to provide roles/rights configuration for maker, checker, decision makers and up to n level.
- ix) Software should provide data security and audit trails.
- x) Provision to work on multiple financial year parallel, Auto year closer and posting data to next financial year and Locking of audited financial year should be available.
- xi) Support for multiple users and n numbers of financial years.
- xii) Software should have facility to send PF annual slip through email/SMS.
- xiii) Software should provide export of data to excel/pdf formats.

Hardware & Software Compatibility

Design, Installation, Implementation, Hosting and Maintenance of the PF Software.

Training

Conduct training for Five days to employees (both Accounts and PF trust) of CCI at Corporate Office, Delhi so that they can be conversant with software.

Implementation

Software should be installed, implemented, Hosted within Three months from order. If any additional/modification in reports/processes required will be done in first three month. Software should provide 5 users access for data entry with 2500 ESS for members. Till final implementation bidders should resolve all issues raise by CCI by bidders manpower at cci office.

Data Migration

Bidder should import data from existing PF Software and from Excel templates in consultation with CCI.

Post Implementation Support

Bidder has to provide the free support for one year from date of implementation. If any changes required by RPFCD or any other government department, product update has to be provided by bidder for the same.

AMC (Annual Maintenance Contract)

AMC charges will be provided after completion of one year of successful working from date of obtaining successful completion certificate. AMC charges will be paid in Quarterly after completion of each quarter for their satisfactory services. Bidder should provide AMC charges for three years.

Additional Optional Support

- i) In case of, additional customization or training or technical supports charges at Delhi should be provided on per man day basis. (Charges may be mentioned in Annx-VII, a).
- ii) In case of increase of active members by 100/200/500/1000, additional cost should be provided. (Charges may be mentioned in Annx-VII, a)

Key Features

- Online Access of documents

The application will be responsive and can be viewable on any mobile.

The N-Number of CCI users can use this application.

Software Hosting and Security Standards

- Anti-virus and anti-spam facilities for complete IT security of CCI's data and other relevant files/tables.
- 99.99% or more up-time.
- Hosting should be on a server located in India only and should also comply to the latest standards of Cyber Security/Internet securities along with other guidelines/ standards of CERT-IN (Computer Emergency Response Team – India). Provision of retrieving database in the event of crashing of the server of the vendor

Training

The successful bidder will be responsible for providing training the designated team (functional and technical) of CCIL for the Electronic office solution covering product features, configuration, customization, parameterization, operations, management, error handling, system administration, etc. with respect to Electronic Office Solution.

Technical support of PF Software

- Technical support is to be available for CCI employee as and when required i.e 24x7 service required.
- A Escalation matrix to be provided by vendor.

1. The successful bidder shall provide complete documentation (including legal documentation) of all subsystems, licensed system software, licensed utility software and other licensed software. The documents at a minimum should include hard copies and soft copies (two sets each) to be supplied along with Electronic Office Solution licenses and associated solution software of the following:

- a. Technical manuals
 - b. Installation guides
 - c. User manuals
 - d. System administrator manuals
- Toolkit guides and Troubleshooting guides

2. Bidder should configure, schedule and manage backups of all the data including files, folders, images, system status, databases and enterprise applications as per the backup policy.

-Backup solutions need to be the responsibility of the bidder for storage and server for copying of uploads data.

-Bidder has to provide dedicated or shared backup tools for backup of the database, applications, etc. The backup has to be automated through backup agent.

-Bidder shall provide incremental backup to CCI on every month end.

-Bidder shall provide login credential of Database and Application Server to CCIL.

-The successful bidder shall submit a schedule for Delivery & Installation & Training of PF Software.

Eligibility Criteria:-

The vendors, who have executed similar jobs during last 3 financial years & have executed at least one such work with value Rupees 80,000/- or two works with value Rupees 50,000/- or three works with value Rupees 40,000/- are eligible to participate in the tender. They should submit copies of orders or completion certificate from the customers having completed such awarded works satisfactorily.

- 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.

TERMS OF PAYMENT & PAYING AUTHORITY:

100% payment within 30 working days after successful completion certificate regarding the Design, Development, Installation, Implementation and Hosting of PF software at site.

Billing and Paying Authority: The bill (in triplicate) along with the supporting documents duly verified by the consignee as to Delivery & Installation will be submitted to the Office of Manager (Systems) for payment purpose. The payment disbursing authority is:

**The Addl. General Manager (Finance),
M/s Cement Corporation of India Limited
Core 5 , Scope Complex, 7 Lodhi Road
New Delhi, 110003**

Payments will be made through RTGS only. All bank charges/commission shall be borne by the supplier. The tenderers have to submit the Bank Details alongwith the tender.

Completion Time of hosting of PF Software:

The successful tenderer will have to complete Design, Development, Installation, Implementation and Hosting of PF software at Cement Corporation of India Limited within maximum period of 3 months from the date of award of Contract.

Liquidated Damage (Penalty):

Time is essence of the contract. In case the contractor fails to complete the work as stipulated in the Special Conditions of Contract and Scope of Contract, he shall be liable to pay to the Owner as compensation, an amount equal to 0.5 % of the value of the contract per fortnight of delay for such services subject to a maximum of 5 % of the total value of the contract.

DURATION OF CONTRACT

Initially the PF software shall be maintained by the successful bidder for period of one year and subsequently after completion of one year, the AMC shall be applicable for a period of 2 years. The Price Bid may be filled accordingly.

SECURITY DEPOSIT:

The successful tenderer shall furnish security deposit equivalent to 5% (five percent) of the contract / order value by way of Demand Draft / Bank Guarantee only from nationalized bank (in CCI format) in terms of clause No.2 of Part-II General Terms & Conditions towards satisfactory performance of the contract within fifteen days from the date of issue of Letter of Intent (LOI). The BG should be valid for 1year with claim period of further 3 (Three) months.

The bidder shall have to further deposit 10% of 2 years AMC value (including taxes) in the form of BG/ DD towards SD for AMC. The BG shall be valid for 24 months from the date of start of AMC with claim period of 3 months.

Security Deposit shall be refunded within 3 months of satisfactory completion of contract on the basis of certificate to be issued by the concerned official of the Corporation having been successfully completed. It shall be lawful if any difference or dispute is likely to exist, to defer repayment of Security Deposit or any portion thereof which may be due until such difference or dispute is finally settled or adjusted.

NIT no. ND/M&CS/PF software/2019-20/

Dated 30.10.2019

PF software at Cement Corporation of India

Price Part (Part-II)

Description	Basic price per unit (in Rs) (including Packing, forwarding, any other charges, freight, Insurance & any other delivery charge up to destination	GST %	Total FOR destination price (per unit)
a	b	c	d
Supply, Installation, Implementation, Hosting, Training, Data Hosting on cloud server charges and maintenance of PF software for the period of 1 year			
AMC Charges including Data Hosting on cloud server charges for a period of two years after completion of first year			

Signature of Tenderer with official stamps

Date & place