



## Cement Corporation of India Limited

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

PHONE: 011-24365340/42  
FAX: 011- 24365341  
E-mail: [mm\\_co@ccilttd.in](mailto:mm_co@ccilttd.in)  
Website: [www.ccilttd.in](http://www.ccilttd.in)

NIT NO.: 6(5)/19-MMO

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

**1.0** Online electronic bids through Electronic Tendering System (ETS) are invited from manufacturers having adequate experience for supply of Hi-chrome Grinding Media of different sizes (20 mm to 100 mm) to our Bokajan (Assam), Rajban (H.P.) and Tandur (Telangana) units in a phased manner on Annual Rate Contract basis.

The manufacturers should be leading producer of Hi-chrome grinding media having sufficient experience in the field. **Moreover, the manufacturer should meet the eligibility criteria as stated in the tender for qualifying the techno-commercial bid.** The complete set of tender documents is available on websites [www.ccilttd.in](http://www.ccilttd.in), [www.eprocure.gov.in](http://www.eprocure.gov.in) and [www.cci-etender.com](http://www.cci-etender.com) of Antares Systems Ltd.

E-TENDER NO.	<b>CCI/CO/6-5/19-MMO</b>
MODE OF TENDER	e-Procurement System (Online Part A - Techno-Commercial Bid and Part B - Price Bid) through <a href="http://www.cci-etender.com">www.cci-etender.com</a> of Antares Systems Ltd.
Date of NIT available to parties to download	From 29.11.2019 (11:00 AM) Till 23.12.2019 (3:00 PM)
Last date of submission of EMD, valid SSI/NSIC/MSME certificate and other documents required as per tender terms & conditions under covering letter(Annexure-A II) in Hard Copy(ies) <b>(Offline Submission)</b>	<b>23.12.2019 (3:00 PM)</b>
Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and Price Bid at <a href="http://www.cci-etender.com">www.cci-etender.com</a>	<b>From 29.11.2019 (11:00 AM) Till 23.12.2019 (3:00 PM)</b>
Date & time of opening of Part-A (i.e. Techno-Commercial Bid) Part-B Price Bid: Date of opening of Part-B i.e. price bid shall be informed separately	<b>23.12.2019 at 3:30 PM.</b> To be communicated separately.
Validity of bids	120 days from the date of the techno- commercial bid opening.

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

**SCHEDULE OF MATERIAL:-**

NIT No.	Name of the item	Quantity						
		S.no	Unit	Qty. in MT (20-50mm)--(55-100mm)		Total(MT)		
6(5)/ 19- MMO	Hi-Chrome Grinding Media of various sizes (20 mm to 100 mm) as per Part-IV (Annexure-A VI) Technical specifications.	-----						
		1.	Bokajan	35	--	35	--	70
		2.	Rajban	0	--	75	--	75
		3.	Tandur	30	--	55	--	85
		-----						
Total(MT)		65	--	165	--	230		

- 1) Only those tenders will be considered who fulfill the terms & conditions mentioned in the tender documents.
- 2) Only those tenders shall be considered who deposit the earnest money, tender cost and transaction fee by due date.

**Parameter of E-Reverse Auction:-**

Estimated Cost /.Entry Start Price/Reserve Price for e- Reverse Auction	L1 price of the financial bids of the Techno-commercially Qualified Bidders
Minimum Decremental Value	Rs. 1,000 /-
Eligible Bidders to participate in e- Reverse Auction	Techno- Commercially qualified bidders to give declaration to participate in Reverse Auction within an hour of opening of price bids and All such bidders be issued user id and password for Reverse Auction
Start Date & Time of e- Reverse Auction	----- at 14.30 hrs (after 2 working days of opening of price bids)
Initial Duration of e- Reverse Auction	2Hrs (from 14.30 to 16.30Hrs)
Automation Extension of “ Reverse Auction closing time” if the last bid received within a pre- defined time duration before the “ Reverse Auction Closing Time”	Yes
Pre- defined time duration (as mentioned above)	05 minutes
Time of each Automatic Extension	15 minutes
Display of Lowest Bid(L1)	Yes ( to all bidders )(without the bidder identity)

**Reverse Auction Procedure:-**

- 1) The reverse auction is to be carried two days after the opening of e- price bids.
- 2) If L-1 party decides to be out of reverse auction, the party will be allowed to do so. However if the Reverse Auction yields a lower price, the L-1 party would have no claim /right to be awarded.
- 3) Other parties if opt out they will be assumed to be not participate in tender. No chance shall be afforded later.
- 4) Bidder has to quote price inclusive of P&F, inspection charges, taxes & freight etc.
- 5) The L-1 bidder after reverse auction shall be considered as final L-1 & the case for awarding shall be processed as per policy & NIT.
- 6) In case bidder , not eligible for participation in reverse auction as per Clause -1B of Part III( Annexure –V) guidelines , is an MSE but their price quoted is within the band of L-1 +15%, their bid shall be considered for participation in reverse Auction in line with “ Public Procurement Policy for Micro & Small Enterprises (MSEs) order- 2012”
- 7) The breakup of final price viz, basic rate, freight charge, inspection charges etc. will be taken for processing the case after reverse auction has concluded.
- 8) After conduction of reverse auction, distribution of work amongst bidders shall be done as per NIT, after evaluating L-1, L-2 etc.

**DGM (MM)**

**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	Part-IV- Technical specifications
Annexure: I	Part V – Integrity Pact
Annexure: A-VII	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, 1<sup>st</sup> Floor, Sudha Complex, 3<sup>rd</sup> Stage, 4<sup>th</sup> 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). <b>SPECIAL NOTE: THE PRICE BID AND THE TECHNO-COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT <a href="http://www.cci-etender.com">www.cci-etender.com</a></b></p> <p>Vendors are required to register themselves online with <a href="http://www.cci-etender.com">www.cci-etender.com</a> → '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. In case of any clarification, please contact CCI/Antares Systems Ltd, (before the scheduled time of the e- tender). <b>Contact person (Cement Corporation of India):</b> 1 .DGM (MM), Landline: 011-30880183, Mobile: 09873277104, Email: <a href="mailto:mm_co@ccilttd.in">mm_co@ccilttd.in</a> 2. Manager (MM) Landline: 011-24365342, Mobile: 9435397065, E-mail: <a href="mailto:mm_co@ccilttd.in">mm_co@ccilttd.in</a> <b>Contact person (Antares Systems Ltd):</b> 1. Mr. Pravesh Mani Sr.Exe-CRM, Mobile: 09044314492, Email: <a href="mailto:praveshmani.t@antaressystems.com">praveshmani.t@antaressystems.com</a> 2. Helpdesk Ph: 0804935200, Ph: 03346046611</p> <p><b>B) System Requirement:</b> Windows 8,10 Professional Operating System, Internet Browser-9,10 &amp;11. Signing type Class 3 digital signature Java JRE 6 and above</p>
2	<p>(A) <b>Part-A Techno-Commercial bid</b> will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid. (B) <b>Part-B Price bid</b> 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. <b>Note:</b> 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</p>

	submitting the price bid. However, if the rate is still considered high, action as per prevailing 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 <b>Upload Documents</b> link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.  Once documents are uploaded in the library, vendors can attach documents through <b>Attach Document</b> link against the particular tender. For further assistance please follow instructions of vendor guide
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	<b>Bidding in e-tender:</b> 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 <a href="http://www.cci-etender.com">www.cci-etender.com</a> 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	<b>Bidders are requested to read the vendor guide in the page <a href="http://www.cci-etender.com">www.cci-etender.com</a> to familiarize themselves with the system before bidding.</b>

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

Deputy General Manager (MM)

COVERING LETTER WHICH MUST BE SUBMITTED ONLINE BY THE TENDERER DULY FILLED IN, SIGNED AND STAMPED SO AS TO REACH US BY 23.12.2019 AND ALSO SCANNED COPY TO BE UPLOADED ON-LINE.

Ref: 6(05)/19-MMO

Date: .....

**SPEED POST/COURIER**

To  
The Deputy General Manager (MM)  
Cement Corporation of India Ltd.,  
Core-V, SCOPE Complex,  
7-Lodhi Road,  
NEW DELHI-110 003

**SUB: Submission of On-Line Tender for supply of Hi-chrome Grinding Media of various sizes (20 mm to 100 mm) to our Bokajan (Assam), Rajban (H.P.) and Tandur (Telangana) units.**

REF: Your NIT No. **6(5)/19-MMO Dated: 29.11.2019**

Dear Sir,

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

**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](http://www.cci-etender.com) of Antares Systems Ltd.

1. The scanned copy of covering letter (Annexure : A-II)
2. Submission of Earnest money of Rs 2,00,000 (Rupees Two Lacs) through e-Payment (through e-tendering portal Gateway).
3. Declaration (Annexure: E), duly filled in and stamped, on Bidder's letterhead.
4. Scanned Copy of Integrity Pact (Annexure: I)
5. GST Registration No.
6. 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).
7. Certificate of manufacture from DIC/ NSIC showing the capacity of the plant.
8. 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
9. Performance certificates from reputed cement industries or thermal power plants issued against orders executed during last 3 years.
10. Certificate whether any officer of your Corporation is related to me/us or not (Annexure `B`)
11. List of unexecuted orders in hand as per (Annexure C)
12. Additional information to be furnished (Annexure D)

13. Details of Plant & Machineries installed (Annexure D1). The documents showing number of furnaces with their capacities has also been attached.
14. Details of testing facilities installed (Annexure D2). Documents showing the possession of following equipment are enclosed-
  - (i) Optical emission vacuum spectrometer with computer control for checking the chemical composition
  - (ii) Rockwell hardness testing machine or brinnel hardness testing machine for testing the hardness.
  - (iii) Ultrasonic Testing Machine for checking the microstructure.
15. Details of orders executed, including CCI during last 3 years (Annexure D3). The copies of orders to fulfill the eligibility criteria are enclosed.
16. Certified that our capacity is ..... MT per month (as per documents submitted) for manufacturing of the subject product and we can offer .....MT per month to CCI & our commencement period will be ..... weeks from the placement of indent-cum-delivery schedule.
17. The turnover for 2016-17, 2017-18 and 2018-19 in Rs.( Crore) as per the Audited Balance – sheet and Profit and Loss account.
18. Copy of Partnership Deed/Memorandum of Articles of Association by partnership firms/companies duly attested. In case of partnership deed, the same is registered/not registered.
19. Copy of foreign collaboration, if applicable.
20. Reference from the Bankers indicating financial status of the company.
21. The certificate from the appropriate Govt. Authority certifying that you are the manufacturer of items for which offer is submitted.

**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](http://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](http://www.cci-etender.com) of Antares Systems Ltd.

1. The scanned copy of covering letter (Annexure : A-II)
2. Submission of Earnest money of Rs 2,00,000 (Rupees Two Lacs) through e-Payment (through e-tendering portal Gateway).
3. Declaration (Annexure: E), duly filled in and stamped, on Bidder’s letterhead.
4. Scanned Copy of Integrity Pact (Annexure: I)
5. GST Registration No.
6. 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).
7. Certificate of manufacture from DIC/ NSIC showing the capacity of the plant.
8. 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
9. Performance certificates from reputed cement industries or thermal power plants issued against orders executed during last 3 years.
10. Certificate whether any officer of your Corporation is related to me/us or not (Annexure `B`)
11. List of unexecuted orders in hand as per (Annexure C)
12. Additional information to be furnished (Annexure D)

13. Details of Plant & Machineries installed (Annexure D1). The documents showing number of furnaces with their capacities has also been attached.
14. Details of testing facilities installed (Annexure D2). Documents showing the possession of following equipment are enclosed-
  - (iv) Optical emission vacuum spectrometer with computer control for checking the chemical composition
  - (v) Rockwell hardness testing machine or brinnel hardness testing machine for testing the hardness.
  - (vi) Ultrasonic Testing Machine for checking the microstructure.
15. Details of orders executed, including CCI during last 3 years (Annexure D3). The copies of orders to fulfill the eligibility criteria are enclosed.
16. Certified that our capacity is ..... MT per month (as per documents submitted) for manufacturing of the subject product and we can offer .....MT per month to CCI & our commencement period will be ..... weeks from the placement of indent-cum-delivery schedule.
17. The turnover for 2016-17, 2017-18 and 2018-19 in Rs.( Crore) as per the Audited Balance – sheet and Profit and Loss account.
18. Copy of Partnership Deed/Memorandum of Articles of Association by partnership firms/companies duly attested. In case of partnership deed, the same is registered/not registered.
19. Copy of foreign collaboration, if applicable.
20. Reference from the Bankers indicating financial status of the company.
21. The certificate from the appropriate Govt. Authority certifying that you are the manufacturer of items for which offer is submitted.

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

2.2 Other conditions:

- i) The tenderer has/have to declare that he/they have not been debarred from tendering for contracts in any of the departments of Govt./Semi Govt./Public Sector Undertaking and Local Bodies.
- ii) The tenderer has to certify that the information given by him/them in the tender documents is correct and if at any stage the same is found to be incorrect, the contract will be liable to be terminated/rescinded and action may be taken against him/them by the Corporation for damages.
- iii) In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof. In the event of the absence of any partner, it must be signed on his behalf by a partner holding power of attorney authorizing to do so.
- iv) In the case of a company, the tender should be signed in the manner as laid down in the said Company’s Article of Association.
- v) A true copy of the partnership deed (and Articles and Memorandum of Company) duly attested should be furnished.

- vi) Tenders received after the specified time & date are liable for rejection.
- vii) Tenders not submitted in the prescribed formats and not completed in all respect are likely to be rejected.
- viii) The tender documents are non-transferable. Only those firms can participate in whose name the tender has been sold.
- ix) Tenderers shall not be entitled to claim any costs, charges, expenses or incidentals for or in connection with the preparation and submission of their tenders even though the Corporation may decide to withdraw the “Invitation of Tender” or reject any/all tender(s) without assigning any reasons thereof.
- x) Tenderer must submit copy of his Latest Income Tax Return and PAN card.

### **3. OPENING OF TENDER:**

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

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

### **4. CLEAR UNDERSTANDING:**

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

### **5. VALIDITY OF OFFER:**

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

### **6. REFERENCE LIST:**

The tenderer(s) should submit along with their tender(s) the list of unexecuted orders in hand, if any, for same/similar jobs and period by which jobs are proposed to be completed (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.
- 11. 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. In case the order is finalized on a Startup MSME party, only 20% of the total quantity shall be awarded as trial order.

-----

**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 07 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 07 days of the acceptance of offer/issue of Rate Contract/P.O. will be considered to be breach of contract which would give the Corporation the right to terminate the contract and forfeit the EMD amount. For such breach of contract, the Corporation will also be entitled to take any other course of action against the successful tenderer as it may deem fit like stoppage of business dealings/ debarring from tendering, etc.
- 2.3 The Security deposit may be made either by bank draft or bank guarantee in favour of Cement Corporation of India Ltd. from any nationalized bank in the prescribed form valid for a 6 months beyond the date of completion of contract with a further claim period of 3 months. The Earnest money deposit in the form of bank draft will be adjusted towards portion of security deposit, in the case of successful bidder.
- 2.4 If work is not started after acceptance of tenderer's offer, EMD/SD will be forfeited.

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

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

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

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

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

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

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

**6.0 SUB-LETTING OF CONTRACT:**

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



compensation under workman's compensation Act and the Contractor will be held responsible for the satisfactory, due and proper fulfillment of the contract.

#### **7.0 CHANGES IN CONSTITUTION:**

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

#### **8.0 FORCE MAJEURE CONDITIONS:**

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

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

##### **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, GST & 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.

#### **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 GST 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 FOR SUPPLY OF  
HI-CHROME GRINDING MEDIA**

**1A. Guidelines for Reverse Auction**

- i. Any Tender can be cancelled /withdrawn at any time before award of contract which is invariably mentioned in NIT.
- ii. Number of participants allowed in reverse auction:-
  - a. In case of single eligible (techno commercial qualified party, no reverse auction shall be conducted & tender shall be finalized subject to reasonability of the rate.
  - b. Reverse Auction shall be conducted for two (2) or more techno commercially qualified parties.
  - c. For 2-4 techno- commercially qualified parties, reverse auction shall be conducted with all parties.
  - d. For 5-6 techno- commercially qualified parties one highest bidder (H-1) shall not be allowed to participate in reverse auction.
  - e. For 7-10 techno- commercially qualified, two highest bidders (H-1 & H-2) shall not be allowed to participate in reverse Auction.
  - f. For more than 10 techno- commercially qualified parties, only lowest 8(eight) bidders shall be allowed to participate . However , in case of Tie in the eight(last) position, all such parties shall be allowed to participate in the reverse auction i.e in case there is tie of 2 parties in 8<sup>th</sup> lowest position (L-8) then both of them shall be allowed to participate in reverse auction.
- iii. Lowest bid implies the bid whose landed cost is lowest considering freight , inspection charge & less input credit for GST.( reverse auction shall be conducted on landed cost excluding GST)
- iv. The base price , minimum detrimental value , pre- defined time duration for quoting the revised rate(in minutes) shall be available with the service provider portal as per the format to be uploaded with NIT.
- v. Closing price (CP) of reverse auction shall be treated as new L-1 and tender shall be processed accordingly.

Bidder shall be assigned user id & password by the service provider, which is presently M/s Antares Systems Pvt Ltd.

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

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

A. Eligibility Criteria:

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

S.No.	Minimum Eligibility Criteria	Proof to be submitted for fulfilling the Eligibility
1.	<b>Manufacturing Facilities</b>	Tenderer should provide the Documentary evidence such as number of furnaces and their capacities / Certificate from DIC/ NSIC etc. showing proof of their installed capacity.
a)	Tenderer should have own manufacturing unit with a production capacity of not less than 100 tonnes per month.	
b)	Tenderer should have supplied the hi-chrome grinding media of at least 180 MT against single order or 110 MT each against two different orders or 90 MT each against three different orders, to any reputed Cement Industry or thermal power plant during last 3 financial years.	Tenderer should provide the Documentary evidence. a) Purchase Order copies from Cement Factories/ Thermal power plant in last 3 years. b) Performance Certificate showing successful execution of such orders in last 3 years or any other documents showing proof of successful execution of orders.
c)	Tenderer should have an average turn over of Rs.5.0 crores per annum consistently during last 3 financial years.	Tenderer should provide the Copies of audited Balance Sheet & profit and loss account or CA certificate showing the turnover for last 3 financial years.
d)	Tenderer should have medium frequency induction furnaces with solid state control in their plant premises for casting the grinding media.	Tenderer to provide the documentary evidences.
e)	Tenderer should have electric or fire furnace fitted with thermo couples for heat treatment of grinding media installed in their plant premises.	Tenderer to provide the documentary evidences.
2.	<b>Testing facilities</b>	Tenderer to provide the documentary evidences.
a)	The tenderer should have optical emission vacuum spectrometer with computer control for checking chemical composition at their premises. The tests for chemical composition is to be found in presence of CCI representative during pre-dispatch inspection.	
b)	Tenderer should have rock well hardness testing machine or Brinnel Hardness testing machine for checking hardness installed at their plant premises.	Tenderer to provide the documentary evidences.
d)	Tenderer should have ultrasonic testing facilities for crack detection at their plant premises.	Tenderer to provide the documentary evidences.



## 1.0 **Specifications:**

1.1 The sizes of hi-chrome grinding media required are from 20mm to 100 mm. The specifications of the material required are attached as Part –IV.

## 2.0 **Quantity:**

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

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

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

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

## 3.0 **Delivery:**

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

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

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

3.4 The Corporation reserve its right to suspend supplies in a particular month/ quarter or cancel the indent in part or in full without entitling the supplier to any claim or compensation whatsoever.

3.5 In the event of CCI delaying issue of instructions for phased deliveries, issue of road permit, if required, the supplier will make all possible efforts to complete such supplies also within the period stipulated. However, the supplier shall be entitled for extension of delivery period equivalent to period by which such Road permits have been delayed by the CCI.

3.6 The CCI is entitled to obtain adhoc quantity to be supplied in a particular month/ quarter for meeting any of their urgent requirement taking into consideration the total quantity for which the contract has been entered into.

3.7 All terms & conditions stipulated in the contract will be applicable to such ad hoc requirements also.

3.8 The completion of delivery, in case of F.O.R. ex-works/ Station of dispatch contracts, shall be on the date of dispatch of material by the supplier. It shall, however, be the responsibility of the supplier to ensure that the material reaches CCI's respective unit(s) within reasonable transit time. In case of F.O.R. destination contracts the completion of delivery shall be on the date of actual receipt of material at CCI's factory sites.

#### **4.0 PRICES :**

4.1 The firm rates as per clause no. 15.1 of Part-II should be quoted in our prescribed price bid proforma as per Annexure-1 indicating separately prices for different elements e.g. basic rate, GST, freight, insurance, packing & forwarding etc. .

4.2 Supplier shall furnish distance & firm road freight payable per MT from suppliers works to each of our factory (as per Annexure-1C) on door delivery basis. This will be pre-requisite of the tender and no variation in freight charges will be allowed during the contractual period.

4.3 The rates should be quoted on FOR destination basis inclusive of GST, freight packing forwarding & transit insurance etc.

#### **5.0 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 the payment by the paying authority within 30 days, the party can approach the corporate office for intervention, in respect of release of payment.

#### **6.0 SECURITY DEPOSIT :**

6.1 Successful tenderer(s) shall have to furnish a security deposit equivalent to 5% (five per cent) of total value of the order i.e. basic price plus GST and freight by way of demand draft/ bank guarantee from any nationalized bank (in CCI's format to be provided by respective unit) in terms of clause 2 of Part II of the tender documents towards satisfactory performance of the contract. Security deposit is to be submitted at respective unit.

6.2 SD shall be released within 3 months after completion of supplies and acceptance of material by the respective unit.

#### **7.0 INSPECTION :**

7.1 The supplier has to arrange **pre-dispatch inspection of grinding media by M/s Tata Projects Ltd. (TPL) or M/s Bureau Veritas India Limited or M/s Lloyd Inspection Agency or RITES**, as per clause No. 15.7 of Part-II General Terms & Conditions, at his cost and the inspected material should bear seal/stamp of the inspection agency, after **being packed in sealed drums**. Material is to be dispatched only after pre-dispatch inspection, acceptance and clearance by the Inspecting Agency. Party has to submit the pre-dispatch inspection report to the concerned unit of CCI as well as to Corporate Office, New Delhi.

7.2 Pre-dispatch inspection will not absolve the supplier from his responsibility regarding the quality of material to be supplied. CCI reserves the right to inspect/test the material on receipt at its factory site also.

## 8.0 **QUALITY :**

8.1 The supplier shall guarantee that the materials to be supplied shall conform to the specifications and dimensions as specified in the order. Materials shall be free from any defects arising out of use of defective material or any manufacturing or any other defects.

8.2 The supplier shall furnish test certificates of their laboratory and inspection report, if any.

8.3 In case of rejection of material of supplier does not raise any dispute within 7 days from the date of receipt of complaint, it would be construed that the supplier accept the responsibility and will make free replacement as stated above.

8.4 In case of any dispute arising out of rejection of material, joint sampling of the material will be done within 7 days and the sample will be sent to CGCRI, Kolkata, National Test House, Kolkata/ Shri Ram Test House, New Delhi or any other Govt. approved test house for testing as per discretion of CCI. The test results will be binding on both the parties. If as per test report, the materials do not conform to the specifications, the supplier shall arrange for free replacement to CCI site without any extra expenditure whatsoever.

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

## 9.0 **RETURNS:**

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

MM deptt of CCI, C.O.

Concerned unit

Operation dept. of CCI, C.O.

(a)Qty. due for supply during the month

(b)Qty. actually despatched with reasons for variation

(c)LR/RR no. & date

(d)Bill No. & date

(e)Qty. awaiting despatches

(f)Balance qty. outstanding

Separate monthly returns of each supply order shall be furnished.

## 10.0 **DURATION OF CONTRACT:**

10.1 The contract shall remain valid for placement of indents for a period of one year from the date of letter of intent/detailed order. However, the validity of period for placement of indents may be

extended with mutual consent, but in case of any outstanding quantity against the indents placed which have not been supplied within the contract period as per our schedule to be supplied even beyond the period of contract. The validity period shall be extended suitably to complete the outstanding quantity against the indent placed.

11.0 The following information should be submitted along with techno commercial bid.

Monthly capacity in MT per month for manufacturing of the subject product.

Offered qty. in MT to CCI per month.

Whether agreeable for diversion to any of the CCI unit.

12.0 Normally, no price negotiations will be conducted.

13.0 You should enclose the certificate from the appropriate Govt. Authority certifying that you are the manufacturer of items for which offer is submitted.

14.0 The tenderers should be capable of supplying the tendered quantity +/- 20% in the period of one year and should quote accordingly.

-----

## PART-IV TECHNICAL SPECIFICATIONS

### SPECIFICATIONS OF HI CHROME GRINDING MEDIA

1. a) Percentage of Chromium : 14.5% - 21%
- b) Percentage of Carbon : 1.8% - 2.5%

#### 2. **Hardness:**

The hardness of steel balls at any point across the section shall not be less than 600 BHN.

#### 3. **Tolerances of sizes:**

Variation in sizes shall not exceed the following limits:

	<u>Tolerance(s) (mm)</u>
i) Balls of sizes including & below 50 mm dia	+/- 2.5 mm
ii) Balls of sizes above 50 mm dia	+/- 3.0 mm

4. **Breakage:** Maximum 3%

#### 5. **Guaranteed Wear Rate:**

The Wear rate of Hi chrome grinding media shall not be more than:

- i) 65 gms/tonne of cement ground in cement mill for OPC & PPC.
- ii) 150 gms/tonne of cement ground in cement mill for Slag cement.
- iii) 50 gms/tonne of Raw Meal ground in raw mill.

In case the wear rate is found more than double of the guaranteed wear rate, indicated above, the supplier shall replace the entire quantity charged in the mill free of cost. In case of wear rate less than double of the guaranteed wear rate, penalty as per Clause (c) mentioned below will be applicable.

NOTE: In case the breakage of Hi chrome grinding media during the use at any stage is found upto 3%, the supplier will replace the broken quantity free of cost at our site. In case the breakage is found more than 3%, the supplier shall replace the entire quantity loaded in the mill as free replacement at our site.

#### 6. **PENALTY:**

If the wear rate is more than the stipulated wear rate as indicated in clause –5 (above) the penalty shall be imposed as under :

(a)Upto 10% increase in the wear rate over & above the stipulated wear rate:

Deduction equal to 0.5% of the total value of grinding media charged for each 1% increase in wear rate.

(b)If the wear rate increases more than 10% and upto 20% over and above stipulated wear rate: Deduction equal to 1% of the total value of grinding media charged for each 1% increase in the wear rate (this penalty will be levied without recourse to item (a) i.e. without any benefit of item (a).

(a) Above 20% increase in wear rate over and above stipulated wear rate:

Deduction equal to 2% of the value of grinding media charged for each 1% increase in the wear rate (this penalty will be levied without any benefit of items (a) & (b).

-----

**CEMENT CORPORATION OF INDIA LTD  
NEW DELHI**

**ANNEXURE – ‘B’**

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

S.No.	Name of the Officer	Post held	Place of posting
-------	---------------------	-----------	------------------

Signature of tenderer  
(Name / full address with seal)

**CEMENT CORPORATION OF INDIA LTD**

**NEW DELHI**

**ANNEXURE – ‘C’**

**UNEXECUTED / PRESENT CONTRACTS / JOBS IN HAND**

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

Signature of tenderer

(Name / address with seal )

Place:

Date:



**CEMENT CORPORATION OF INDIA LIMITED**

**NEW DELHI**

**ANNEXURE- 'D'**

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

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

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

(Enclose photocopies of Registration Certificates)

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

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

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

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

Place :  
 Date :

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

Name of Firm :

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

Signature :

Name :

Designation :

**1. DETAILS OF TESTING FACILITIES INSTALLED**

Name of Firm :

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

Note : Also specify if test facilities like Radiography, Magnetic crack detection ultrasonic, physical test and chemical test facilities are available. Also indicate routine and type-testing facilities.

Date :

Signature :

Name :

Designation :

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

Name of firm :

---

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

---

Date :

Signature :

Name :

Designation :

**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(05)/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-----  
-----  
-----

**PART - V**  
**INTEGRITY PACT**

**Between**

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

**Preamble:**

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

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

**Section 2 - Commitments of the Bidder(s)/ contractor(s) :**

- (1) The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
  - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly; for purposes of competition



or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any, Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in 'Indian Rupees only.

e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3-Disqualification from tender process and exclusion from future contracts :**

(1) If the Bidders(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed for such reason.

(2) If the Bidder/Contractor has committed a serious transgression through a violation of sector-2 such as to put his reliability or credibility into question, the principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors with the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(3) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

(4) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

### **Section 4 - Compensation for Damages :**

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal MM entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 - Previous transgression :**

(I) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

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

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors the commitment consistent with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### **Section-7- Criminal charges against violating bidder(s)/Contractor(s)/Subcontractors:**

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

### **Section 8 -Independent External Monitor/Monitors :**

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, CCI.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all tender documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (4) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the independent External Monitor shall give an opportunity to the Bidder/Contractor to present its case before making its recommendations to the Principal.
- (5) The Monitor will submit a written report to the Chairman, CCI within 5 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (6) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the CCI Board.
- (7) If the Monitor has reported to the Chairman CCI, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman, CCI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word 'Monitor/' would include both singular and plural.
- (9) Independent External Monitor shall be required to maintain confidentiality of the information acquired and gathered during their tenure/role as independent Monitor. Any breach in this regard would be subject to the legal judicial system of India.

(10) Independent External Monitor(s) shall be required to furnish an Undertaking and disclose before taking any assignment that he/she has no interest in the matter or connected with the party (Bidder/Contractor) in any manner.

**Section 9 — Pact duration :**

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

**Section 10 — Other provisions :**

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

((3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

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

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1 :

(Name & Address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 2 :

(Name & Address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PRICE BID FORMAT

Sl. No.	Item	Total Approx. Weight In MT	Basic Rate Rs./MT (a)	Inspection Charges In Rs/MT (b)	Any other charges Rs. (to be specified) (c)	Freight charges (Rs./MT) (d)	Total e=(a+b+c+d)	Applicable GST in % on (Basic + Inspection + any other+Freight Charges) (f)	Total g=(e+f)	Total landed cost (Rs./kg) h=g
1	Hi-chrome Grinding media (20-50 mm size)	B- 35			B-	B-	B-		B-	B-
		T- 30			T-	T-	T-		T-	T-
2	Hi-chrome Grinding media (55-100 mm size)	B- 35			B-	B-	B-		B-	B-
		R- 75			R-	R-	R-		R-	R-
		T- 55			T-	T-	T-		T-	T-

- Note- 1. Certified that the GST indicated as above are as per the prevailing Act of GST and provision made thereunder  
2. The unit wise Lowest Bidder( L-1) shall be evaluated on the basis of net cost to the corporation i.e. Total landed cost inclusive inspection charges & freight but excluding the input credits from GST (applicable on basic rate, inspection charges & freight).

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

Signature of the tenderer  
with name, designation  
and stamp.

Name of the Unit -----	Contact no. -----	Registration no: -----
Cement Corporation of India Ltd Tandur Cement Factory P.O. Tandur- 5011 158 Dist. Ranga Reddy (AP)	08411- 247223	GST NO. 36AAACC0949B1Z5 CST: HYR/02/1/1127/88-89 LST: HYR/02/1/1644/88-89
Cement Corporation of India Ltd Rajban Cement Factory P.O. Rajban-173 026 Dist. Sirmur (HP)	01704-266249/ 266221	GST NO. 02AAACC0949B1ZG CST: 004595 dt.16.7.73 LST: SIR/111/428 dt. 12.4.72
Cement Corporation of India Ltd Bokajan Cement Factory P.O. Bokajan-782188 Dist. Karbi, Anglong (Assam)	03675-246106	GST NO. 18AAACC0949B1Z3 CST: MMC/66 dt.9.3.71 LST: FTX/234/76/84 dt. 6.2.77