



Cement Corporation of India Limited

(A Govt. of India Enterprise)

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NEW DELHI-110 003

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

Online electronic bids through Electronic Tendering System (ETS) are invited from manufacturers fulfilling the following eligibility criteria for supply of 204.40 Lakhs PP Bags for packing of cement in phased manner to our Tandur (TS.) , Bokajan (Assam), Rajban (H.P) units in a phased manner on Annual Rate Contract basis.

Eligibility Criteria:

- Bidder should have own manufacturing unit with a production capacity of not less than 20.0Lakhs PP Bags per month .
- Bidder should have supplied PP Bags to the extent of 70-80% of their capacity to one or more industries of repute at least during last financial year.
- Average annual turnover during the last 3 years ,ending 31st March of the previous financial year ,should be at least 6.30 Crores.

Bidders should have to submit documents with online offer in support of above qualification. The details of supporting documents to be submitted are given in the tender documents. The complete set of tender documents is available on websites www.ccilttd.in, www.eprocure.gov.in. and www.cci-etender.com of Antares Systems Ltd.

E-TENDER NO.	CO/MM/PP Bags/2021 -22
MODE OF TENDER	e-Procurement System (Online Part A - Techno-Commercial Bid and Part B - Price Bid) through www.cci-etender.com of Antares Systems Ltd.
Date of NIT available to parties to download	07.01.2022 (10:00 AM) to 28.01.2022 (03:00 PM)

Earnest Money Deposit	Rs. 200000.00(Rupees Two Lakhs only) through e payment gateway as per clause No. 1 of Part-II terms & Conditions
Last date of submission of valid SSI/NSIC/MSME certificate and other documents required as per tender terms & conditions under covering letter	28.01.2022 (Upto 3:00 PM)
Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and Price Bid at www.cci-etender.com	07.01.2022 (10:00 AM)
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 Reverse auction start time	28.01.2022 (3:30 PM) To be communicated separately. 2 days after opening of e-price bid
Validity of bids	120 days from the date of the techno-commercial bid opening.

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

SCHEDULE OF MATERIAL: -

NIT No.	Name of the item	Quantity
CO/MM/ PP Bags/2021-22	Supply of PP Bags for packing of cement to our Tandur (TS.), Bokajan(Assam), & Rajban(H.P) units in a phased manner on Annual Rate Contract basis.	204.40 Lakhs

- 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 by due date & fulfil the eligibility criteria.
- 3) The price- bid should be only as per CCI's price - bid format otherwise the tender is liable for rejection.

List of Annexure

The following documents have to be submitted in online mode along with Techno-commercial and Price Bids of the tender. The Bidder's are requested to visit the website of CCI: www.ccilttd.in and click on "Tenders" tab to view the General Terms & Conditions (GTC) of the contract. Bidders are advised to go through the detailed GTC and successively submit the various Annexure as given in the table below:

S.No	Item	Yes/No/NA
1	Scanned copy of covering letter (Annexure-1)	
2	Submission of EMD (BG/ Gateway) of Rs. 2,00,000/-	
3	Copy of GST Registration Certificate and PAN Card	
4	Partnership Deed / Memorandum & Article of Association	
5	Balance Sheet for last 3 financial years	
6	Scanned Copy of duly filled and signed Integrity Pact Annexure-2	
7	MSME/ NSIC Certificate and Udyog Aadhar Number (For MSME bidders)	
8	Reference from the bankers indicating financial status of the company	
9	The certificate from appropriated Govt. authority certifying that the bidder is the manufacturer of items for which offer is submitted	
10	Annexure 3 (Declaration of relation to officer of CCI)	
11	Annexure 4 (unexecuted / present contracts / jobs in hand)	
12	Annexure 5 (Bidder's firm/company profile)	
13	Annexure 6 (Details of plant & machinery installed)	
14	Annexure 7 (Details of testing facilities installed)	
15	Annexure 8 (Details of orders executed including CCI during the last three years). The copies of orders to fulfill the eligibility criteria are enclosed	
16	Annexure 9 (Declaration letter of having read and understood the GTC)	
17	Certificate of manufacture from DIC/ NSIC showing the	

	capacity of the plant. The documents showing number of furnaces with their capacities has also been attached.	
18	Performance certificates from reputed cement industries or thermal power plants issued against orders executed during last 3 years	
19	Certified that our capacity is per month (as per documents submitted) for manufacturing of the subject product and we can offer per month to CCI & our commencement period will be weeks from the placement of indent-cum-delivery schedule.	
20	Purchase Order copies and Performance Certificates of orders executed in last 3 years to satisfy the Eligibility Criteria	

Important instructions for E-procurement

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

You are requested to read the tender terms & conditions of this tender before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1	<p>Process of E-Tender: Registration: The process involves vendor's registration with Tenderwizard e-procurement portal. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. Antares Systems Ltd is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature). SPECIAL NOTE: THE PRICE BID AND THE TECHNO-COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.cci-etender.com Vendors are required to register themselves online with www.cci-etender.com → 'Register Me' link. Filling up details and creating own user id and password → Submit. Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>In case of any clarification, please contact CCI/Antares Systems Ltd, (before the scheduled time of the e- tender). Contact person (Cement Corporation of India):</p> <table border="1" data-bbox="256 1297 1425 1501"> <thead> <tr> <th>Name</th> <th>Email</th> <th></th> <th>Mobile</th> </tr> </thead> <tbody> <tr> <td>ALOK SHUKLA, AGM(COMM)</td> <td>mm_co@ccilttd.in</td> <td></td> <td>9993752836</td> </tr> <tr> <td>S.K SINGH, DGM(MM)</td> <td>Mm_co@ccilttd.in</td> <td></td> <td>7827939858</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>Antares Systems Ltd help line Numbers: 080 49352000 & 03346046611 Mr. Pravesh Mani, Sr,Exe-CRM, mob.no.- 9044314492</p> <p>B) System Requirement: Windows 8,10 Professional Operating System, Internet Browser-11. Signing type Class 3 digital signature Java JRE 6 and above</p>	Name	Email		Mobile	ALOK SHUKLA, AGM(COMM)	mm_co@ccilttd.in		9993752836	S.K SINGH, DGM(MM)	Mm_co@ccilttd.in		7827939858								
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2	<p>(A) Part-A Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid. (B) Part-B Price bid will be opened electronically of only those bidder(s) who's Part-A Techno- Commercial Bid is found to be Techno-Commercially acceptable by CCI. Such</p>																				

	<p>bidder(s) will be intimated date of opening of Part-B Price bid, through valid email confirmed by them.</p> <p>Note:</p> <p>The tenderers are advised to offer their lowest possible rates taking into account the prevailing market conditions. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However, if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>
3	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4	<p>In case of failure to access the payment towards non-refundable fees for any reason, the vender, in term, will not have the access to on line e-tender and no correspondence in this respect will be entertained and CCI will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of non-refundable fees through separate DD well in advance and verify completion of transaction in respect of non-refundable fees.</p> <p>Vendors are instructed to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through Attach Document link against the particular tender. For further assistance please follow instructions of vendor guide</p>
5	All notices/corrigendum and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by CCI. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with Tenderwizard (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
6	The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.
7	E-tender cannot be accessed after the due date and time mentioned in NIT.
8	<p>Bidding in e-tender:</p> <p>a.) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>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.</p> <p>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.</p> <p>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.</p>
9	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
10	No deviation to the technical and commercial terms & conditions are allowed.
11	After submitting online bid, the bidder cannot access the tender, once it has been

	submitted with digital signature
12	CCI has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
13	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.cci-etender.com of Antares Systems Ltd.
14	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
15	The bid will be evaluated based on the filled-in technical & commercial formats.
16	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, punitive action including suspension and banning of business can also be taken against defaulting bidders.
17	Bidders are requested to read the vendor guide in the page www.cci-etender.com to familiarize themselves with the system before bidding.

For and on behalf of CCI Ltd.

Additional General Manager (Comm.)

CEMENT CORPORATION OF INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)

PART-III – SPECIAL TERMS & CONDITIONS FOR SUPPLY OF POLYPROPYLENE (PP) BAGS

This tender contains Part-I and Part-II general terms, Part-III special terms and conditions and price bid. **Please visit our website www.ccilttd.in for Covering letter, Part-I - Instruction to tenderers, Part-II- General Terms & conditions, Integrity pact, all formats and submit the same & Annexure-9 duly filled and signed along with the tender.**

In addition to the General terms & conditions of the tender under Part I & II, the following additional specifications and special conditions will also apply to the contract. These special conditions given below, if contrary to any conditions given in Part I & II, shall prevail thereon.

A. Eligibility Criteria:

- a. -Bidder should have own manufacturing unit with a production capacity of not less than 20.0 Lakhs PP Bags per month .
- b. -Bidder should have supplied PP Bags to the extent of 70-80% of their capacity, to one or more industries of repute at least during last financial year.
- c. – Average annual turnover during the last 3 years ,ending 31st March of the previous financial year ,should be at least 6.30 Crores.
- d . Our requirement will be 15-20 lakhs bags per month

B) PROOF FOR ELIGIBILITY CRITERIA:

The Bidders should provide the following documents towards meeting the following Eligibility Criteria of the tender.

S.No.	Minimum Eligibility Criteria	Proof to be submitted for fulfilling the Eligibility
1. a)	Manufacturing Facilities Bidder should have own manufacturing unit with a production capacity as indicated at eligibility criteria.	Bidder should provide the Documentary evidence such as capacity of Extruder (in kg per Hr./ number of Looms with details(6 shuttle/ 4 shuttle) / stitching machine (capacity in kg/day)/ Automatic Printing machine.
b)	Bidder should have supplied bags	Bidder should provide the Documentary

	To the extent of 70-80% of their capacity to one or more Industries of repute at least during last financial year .	evidence as under :- a) Purchase Order copies of reputed industries to whom they have supplied. b) Performance Certificate from reputed industries to whom they have supplied.
c)	Turn over -Bidder should have turn over as indicated at eligibility criteria during last financial year.	Copies of Balance Sheet with profit and loss account, Auditors" Report showing the turnover.

1.0 SCOPE :

Rates against this tender are invited for supply of Unlaminated duly printed white and coloured (pink/green/yellow & peach) PP bags conforming to IS:11652-2017 with latest amendments, if any of size of 69 x47 cms (net dimension), weighing 71 gm. Details of bags required are furnished in price bid proforma annexed herewith.

2.0 SPECIFICATIONS:

PP bags shall be supplied as per specifications given below :

1. Fabric :Unlaminated circular woven PP gusseted/non-gusseted white/coloured bags (for packing 50 kg. cement) conforming to IS:11652:2017 with latest amendments, if any duly printed as per printing instructions.(the colour of bags and printing instruction shall be followed at the time of issue of monthly indents).
2. Size : a) Length of bag – 71 cm. inside
b)Width of bag (without gusset)-48 cm.
c) Width of valve - 9.5 cm. **
d) Depth of valve – As per IS:11652:2017
e) Mass of each bag – 71gms.
3. Tolerance :The tolerance in sizes of the bags shall be governed by IS 11652:2017 which is given as under :-

a) Length : +/-1 cm. b) Width : +/- 1cm. c) Mass : +/- 6%

b) Width of Valve :(+) 1cm. & (-) 0.5 cm.

c) Depth of valve : As per IS:11652:2017 with latest amendment, if any.

The other specifications such as breaking strength, elongation of bags etc. shall be governed by IS: 11652:2017, with latest amendment, if any.

All other parameters/specifications/sampling/packing etc. shall be as per above mentioned IS.

**** The width of PPC and 53-S grade bags to be kept at higher tolerance i.e 49 cm**

-Minor variations in dimensions can be given by units while placing indents.

- Bag printing design shall also be provided to successful bidder(s).

2.1. Instructions regarding supply of non-gusseted bags will be given by the respective unit.

2.2. The design of printing shall be provided by us at the time of order or subsequently and the printing design may change during the period of contract giving suitable time without any additional financial involvement. While issuing printing instructions the colour of the bag and their quantities along with printing instructions shall be issued. The colours of bags shall be provided by individual units for following grades of cement .

2.3. Bags, if required in other sizes shall also be supplied and the applicable rates shall be determined on proportionate mass of bag.

2.4. All the machineries and equipments (including laboratory equipments) of the suppliers should be calibrated and certified by NABL accredited laboratories as per norms.

2.5 The supplier should possess valid BIS license and enclosed a copy of the same along with the techno commercial bid of the tender.

3.0. QUANTITY:

3.1. **Annual requirement is 204.40 Lakhs bags subject to variation of +/-20% as detailed below:**

Bokajan- 30.0 lakhs

Rajban -40.0 lakhs

Tandur-134.40 lakhs

The above quantities are indicative only and may vary on either side depending on actual consumption based on Order received from market

3.2. The Corporation can increase or decrease the quantity without assigning any reason and will not be liable for any claim, whatsoever, on account of increase or decrease in the quantity.

3.3. Non-acceptance of indents by the supplier on any account viz. Quantity, delay in receipt of indent etc. will tantamount to breach of contract and supplier will be liable to pay penalty/liquidated damages as per decision of the Corporation based on the relevant paras of the terms & conditions of the contract.

3.4. Depending upon the requirement, the monthly indent will be placed up to the maximum quantity offered to supply by the tenderer on monthly basis, which may however vary by + 20% & - 100%. There may be instances where no indent for any particular month is placed for which no claim whatsoever

would be entertained by CCI. However, the total quantity indented shall be subject to variation of +/- 20% of the ordered quantity.

4.QUALITY:

The quality and timely delivery of PP bags indented are the essence of this contract.

Failure on the part of the party to supply PP bags in time and of right quality will be viewed strictly and penalty for failure in quality shall be imposed other than the penalty for late delivery.

4.1. In case of defective Bags, for whatever reason, if the quantity of defective Bags supplied is more than 2% of the total quantity of Bags awarded under the contract or under the extension thereof, penalty @ 25% of the value of the total No of Defective Bags supplied under that contract, shall be recovered from the bills of the Bag supplier and the supplier, In addition will be liable to replace the defective Bags.

4.2. In case the order for supply of Bags is placed repeatedly on a particular supplier i.e. for the 2nd year or more in continuity and the number of defective Bags supplied cumulatively exceeds 1% of the total quantity ordered on that party then penalty of @5% of the value of the cumulative number of defective Bags supplied over that period, shall be levied and recovered from the running bills of that supplier.

4.3. In case the Bags are rejected due to poor quality and the case is repeated for successively more than twice during the contract period. The contractor will be debarred from the future tender at least for a period of 3 years apart from cancellation of the contract and forfeiture of the SD (Security Deposit). In the event of MSME/NSIC units, the case shall also reported to the concerned authority.

5.0. DELIVERY:

5.1. As the contract against this tender will be entered in the form of rate contract, monthly requirements for supply of bags shall be intimated by the Corporation prior to commencement of month of supply or during the month of supply for dispatch during a particular month in the form of indent. The supplier shall arrange and phase out dispatches of bags within the stipulated period giving due priority as may be conveyed by CCI.

The delivery shall be completed within one month from the date of placement of indent.

5.2. The delivery period intimated from time to time shall be considered as essence of the contract.

5.3. The Corporation reserves its right to suspend the supply in any particular month or months or cancel the indent in part or in full without entitling the supplier to any claim or compensation, whatsoever.

5.4. In the event of CCI unit delaying instructions for phased delivery/issue of printing instructions/road permit, if required, the supplier shall make all possible efforts to complete such supplies also within the stipulated period. However, the supplier may be entitled for extension of the delivery period equivalent to period by which instructions/Road Permits have been delayed by the Consignee.

5.5. The consignee is authorised for meeting any of his urgent requirements, to obtain ad-hoc quantity to be supplied in a particular month/quarter taking into consideration the total quantity for which the contract has been entered into.

5.6. CCI reserves the right to request for diversion of dispatch of bags to any of its other units. Difference in taxes, duties, and freight charges, if any, shall be borne by CCI.

5.7. The completion of delivery shall be on the date of receipt of material at our factory site. It shall be the responsibility of the supplier to ensure that the material reaches our factory as per delivery schedule given by our factory.

5.8. Liquidated damages for delay in delivery shall be levied @ ½% (half percent) per fortnight or part thereof for the quantity delivered late against specific indents only subject to a max. 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 the liquidated damages claimed.

5.9. For the purpose of calculation of liquidated damages, landed cost of bags inclusive of taxes, duties and freight will be taken into account. In this connection, Clause 15.5 of Part II, General Terms & Conditions and 4.10 of Part III Special terms & conditions may also be referred.

5.10. If the despatches are made within the schedule time, price as per the contract will be payable. However, if the despatches are delayed, the Corporation will pay the rate as applicable on the date of despatch or the rate as per the indent whichever is lower in addition to the levy of LD as per the contract.

5.11. CCI reserves the right to cancel the contract or a portion thereof, if so desired, purchase or authorise the purpose of stores, not so delivered or others of a similar description where materials exactly complying the particulars are not in the opinion of the Corporation which shall be final, readily procurable, at the risk and cost of the supplier, by giving sufficient notice in writing.

6.0. PACKING/MARKING DESPATCH :

6.1. 500 bags or multiples there of shall be packed to form a bale, the bale being formed using a layer of PP woven fabric and suitably secured.

6.2. Each bale should be clearly marked as under :

i)Name of the manufacturer

ii)Type and size of sacks

iii)No. of sacks

iv)Gross weight

v)Net weight

vi)Month and year of manufacture

vii)Purchase Order no. & date

viii)Name of the Consignee/ Unit

6.3. The despatch of the goods shall be effected, under clear unqualified Railway receipt/lorry way bill (rail receipts for each wagon separately), in such a manner as shall ensure the safe arrival of the consignment in good condition without damage or deterioration to quality thereof. Any deterioration in transit for any reasons, whatsoever, will be to the supplier's account. It will be the responsibility of the supplier to obtain wagons for rail despatches.

7.0. PRICES :

7.1. Prices quoted shall be firm on FOR destination basis per 100 bags as per pricebid format and no escalation on any account whatsoever shall be permitted except for statutory taxes, which will be payable as per Clause No. 15.1(b) of Part II General Terms & Conditions and variation on account of raw material granules price which will be worked as per Clause No. 7.4.

7.2. Prices are to be quoted strictly as per proforma attached at Annexure `A" clearly specifying the basic ex-works rate, freight, and GST.

7.3. Clause 15 of Part II, General terms & conditions may also be referred.

7.4. The escalation/de-escalation in price of finished bags for the indented quantity will be worked out on the basis of raw materials price prevailing on the 6th day from the date of issue of indent. The increase/decrease in the raw material"s price as per escalation/de- escalation clause will be worked out for each indent.

The price of finished bags is subject to escalation/de-escalation as per formula given below:

$$\frac{\text{Increase/decrease in price in paise per bag}}{\text{In price in paise per bag}} = \frac{P \times W}{1000 \times 1000} \times 100$$

Where P = Increase/decrease in price of granules in Rs/MT.

W = Weight of bag in gm.

1) Weight of PP bags to be taken as basis for escalation/de-escalation.

2) Price in Rs./MT of PP granules Raffia Grade ex-works as per price list of IPCL/RIL/Haldia Petrochemicals Ltd. (R-103) whichever is lowest only, shall be taken into account for the purpose of working out escalation/de-escalation.

3) For the purpose of working out escalation/de-escalation, the ex-works price of PP granules prevailing a day before last date of bids submission shall be taken as base.

4) Example of working out escalation/de-escalation for reference purpose. For increase of Rs. 1000/- per MT in the price of PP granules, the price for finished bags of 71 gms. Each will be as under

$$\frac{71}{1000 \times 1000} \times 1000 \times 100 = 7.1 \text{ paise only}$$

5) For the purpose of working out escalation/de-escalation, the difference of ex-works price of PP granules of Raffia Grade of IPCL, RIL and Haldia Petrochemicals Ltd. (R-103)prevailing as on a day before opening of techno-commercial bids (as base rate) as per clause No. 7.4

(3) and on the 6th day from the date of issue of indent is to be calculated and lowest difference (positive side) in case of escalation and maximum difference (negative side) in case of de-escalation, shall be taken into account.

8. INVOICING :

8.1. Original copy of the Invoice-cum-Excise Gate Pass marked as `ORIGINAL FOR BUYER" and one extra copy along with packing list, delivery challan, inspection certificate shall be sent to the consignee.

8.2. Duplicate copy of the invoice marked as „DUPLICATE FOR TRANSPORTER“ shall be carried by the transporter and handed over to the consignee for taking credit under Rule 57(G) of Central Excise Rules.

8.3. Immediately after despatch of goods, Telex/Telegraphic intimation shall be sent to C.O. (MM) Deptt. giving details of items supplied, quantity, truck No. & LR No. etc.

9.0. PAYMENT TERMS :

9.1. 100% payment towards cost of material shall be released within 15 days of receipt, quality, acceptance of material at factory site & damages for delay in delivery, if any, physical inspection and after adjustment of any recovery/ liquidated damages if any. GST will be reimbursed after receipt of credit of GST in our portal i.e after making payment by party & upload invoices in their portal

10.0. SECURITY DEPOSIT :

10.1. Successful tenderer(s) shall have to furnish a security deposit equivalent to 5% (five per cent) value of the order calculated on landed cost basis i.e. basic price plus taxes, duties & freight by way of demand draft/bank guarantee (as per 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. SD will be released within 3 months after completion of supplies and acceptance of material by the respective unit.

11.0. INSPECTION :

11.1. We reserve the right to depute our representative or to appoint an external Inspection Agency viz. DGS&D etc. or an inspector of our choice for inspection and testing of the bags at any stage of manufacture and storage at the factory premises and also for pre- shipment inspection. The said agency/person shall be entitled to examine the material, workmanship, etc. during manufacture/storage of the bags and they/he shall be entitled to carry out such test as they/he may consider necessary to satisfy themselves/himself about the acceptability of the bags. Despite the fact that the bags may be subject to inspection at all stages of manufacture and storage and also to pre-shipment inspection, however the final inspection shall be carried out at the destination point, by our works. Inspection charges to the pre-inspecting agency fixed by CCI will be paid by CCI. However, inspection charges for rejected lot(s) of fabric and bags and for re-inspection of fabric shall be to the account of defaulting supplier. The bags supplied shall also be subject to the testing at CIPET Laboratory by CCI, if situation demands.

11.2. The bags shall be inspected on receipt at the factory. If any deviations are noticed during the course of inspection and the material is rejected in whole or part, the same shall be communicated to the supplier. The decision of the competent authority in respect of inspection shall be accepted by the supplier. The supplier can, however, request for inspection of the material in the presence of their representative and the results of such inspection shall be final and binding on the supplier.

In the case of rejection of bags, the supplier should make immediate replacement, otherwise CCI reserves the right to arrange it from alternate suppliers so that the dispatch of cement is not affected. For such cases, the extra expenditure, if any, shall be debited to the supplier.

No payment will be made for lot(s) rejected at our plants either to supplier or to pre- inspecting agency.

11.3. The bags rejected by consignee shall be removed by the supplier within 15 days from the date of issue of rejection memo by the consignee, at supplier's own cost and the replacement is to be effected within 30 days. No expenses either for replacing the material or taking back the rejected goods shall be borne by CCI.

12.0. RETURN :

12.1. Monthly returns of despatches for each previous month shall be sent by the supplier by 5th of next month to the Corporate Office, MM deptt. and consignee with the following particulars :

- i. Quantity indented for supply during one month;
- ii. Quantity actually despatched with reasons for variation, if any;
- iii. RR No./LR No. and date;
- iv. Bill No. and date;
- v. Quantity awaiting despatches; and
- vi. Balance quantity outstanding.

Separate monthly returns for each supply order shall be furnished.

13.0. ACTIONS IN CASE OF BURSTAGE OF BAGS DURING PACKING OF CEMENT :

13.1. The cost of burst bags will be debited to the supplier's account.

13.2. The amount of recoveries, if any, as per Clause 13.1 above, shall be recovered from the supplier's subsequent bills.

14.0. ACTION IN CASE OF ACCEPTANCE OF THE BAGS WITH

MINOR VARIATION BY CCI:

If PP bags supplied by the supplier, during inspection at our works does not satisfy any one or more of specifications mentioned in the contract and if the material is used by CCI under exigencies of the circumstances, reduction in rates shall be made as under:

- a) For underweight bags : Deduction in landed price proportionate to average weight actually received, if the same is within the permissible limit.
- b) For short length/width : 10 paise per bag on each short-coming i.e. 20 paise per bag if bags are short in length as well as width.
- c) Other aspects/shortfalls/ Defects : As per CCI's decision.

15.0. TRANSIT INSURANCE :

15.1. Transit Insurance shall be supplier's responsibility and at his own cost. The supplier will be responsible for any loss during transit till the entire stores despatched, reach the destination in good condition. The consignee will as soon as possible, notify the supplier of any loss or damage to the stores that may occur during transit. Prices quoted should include transit insurance charges, if any.

15.2. In case of any shortage/pilferage/non-delivery, the consignee will try to obtain necessary short receipts/damage certificate from the railways/carriers and lodge the claim on the railways/carriers under intimation to the supplier but the consignee will not be responsible in case railways/carriers refuse to give such certificate.

15.3. The relevant papers duly endorsed in favour of the supplier will be forwarded to them for further processing of the claim with the railways/carriers. The consignee shall recover the amount on account of the shortage etc. from any money due or from the security deposit of the supplier irrespective of railways" acceptance of the claim in full/part of total rejection and the amount of such recoveries shall be recovered from any other contract/shall be made good by the supplier, on being called upon to do so.

16.0. REMOVAL OF REJECTED GOODS :

16.1. All PP bags rejected or refused on ground of inferior quality or any ground, whatsoever, shall be removed and replaced by the supplier at his own cost as per clause 16.3.

16.2. Such rejected materials will lie at the risk and responsibility of the supplier concerned and the Corporation will not accept any responsibility for its loss, damage or deterioration etc. while in their premises after rejection.

16.3. In the event of non-removal of bags by the supplier as aforesaid, it shall be lawful for the Corporation to dispose off such bags in such manner as it deems fit. The supplier shall be credited with the sale proceeds thereof, if any, after deducting the payments already made for those goods and incidental expenses incurred. The supplier shall not be entitled to claim any compensation for loss or damage occasioned by such sale. The decision of the Corporation shall be final and binding in all such cases. If any amount is left to be recovered after the above adjustment, the same shall be recovered from the security deposit of the supplier or from any other dues against this or against any other contract shall be made good by the supplier on being called upon to do so.

17.0. INFORMATION / PARTICULARS REQUIRED TO BE FURNISHED BY THE TENDERER:

17.1. Name(s) of owner(s)/proprietor(s) with full address.

17.2. Date of commencement of manufacturing of PP bags.

17.3. Name of banker(s) and reference from banker(s).

17.4. Financial status of unit(s) (attach previous 3 years balance sheets and profit/loss statements duly certified by a Chartered Accountant).

17.5. Manufacturing capacity in terms of quantity (i.e. lakhs) per month :-

i) Type, number and capacity of extruders.

ii) Details of weaving machines :

a) Flat looms – nos./make and capacity of each

b) Circular looms – nos./make and capacity of each

c) Lamination machines – nos./make and capacity.

17.6. List of testing equipment installed with complete detail.

17.7 a) List of major cement plants to which supplies have been made during the past 3 years. Also attach performance reports from the customers.

b) List of customers other than cement plants to which supplies have been made in the last 3 years. Also attach performance reports from the customers.

c) List of major orders/contracts under execution with complete details such as names of customer, quantity contracted etc.

17.8. Whether already registered with Government department/Public Sector Undertaking for supply of PP bags. Please attach photo copy of Registration certificate.

17.9. A copy of valid registration certificate with Directorate of Industries or DGTD, as the case may be, may be attached as a proof for being a genuine manufacturer of PP bags.

18.0. DURATION OF CONTRACT :

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 period may be extended further at the discretion of CCI to complete the ordered quantity.

19.0. PRINTING :

19.1. Printing of the bags should be done as per the art work which will be enclosed at the time of placement of order or furnished subsequently.

19.2. Bags supplied shall have identification mark of the supplier printed on each bag which is to be specified in the techno-commercial offer.

19.3. On placement of orders, the successful tenderer should get in touch with the Marketing Department at respective units and obtain details to be printed on the bags. Successful tenderers should use only Poly ink. (Scratch proof) for printing of bags.

20.0. GOODS & SERVICE TAX :

GST-TDS @ 2 % will be deducted at source as TDS on GST or as applicable from time to time.

Incase GST is mentioned as '0' in price bid, it shall be treated as inclusive and landed cost shall be arrived for comparison by debiting the input credit from the from the quoted rates. i.e. quoted rates are treated as including GST

21.0. Any conditional offer will not be accepted

22. AWARD OF CONTRACT:

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 2 or 3 parties at the L-1 rate as under.

In case of Bokajan and Rajban units, award of contract to two parties for each unit, the quantities may be split between L-1 and L-2 tenderers in the ratio of 70:30, if L-2 tenderer match the L-1 rates. In case L-2 tenderer do not match the L-1 rates, option will be given to other tenderers starting from L-3, L-4 to match L-1 rates and accordingly quantities will be split in the ratio of 70:30 between L-1 tenderer and the tenderer who match the L-1 rates. If L-2/L-3/L-4 tenderer do not match the L-1 rates, full quantity will be awarded to L-1 tenderer.

In case of Tandur unit, award of contract to three parties, the quantities may be split between L-1, L-2 and L-3 tenderers in the ratio of 50:30:20, if L-2 and L-3 tenderers match the L-1 rates. In case L-2 and L-3 tenderers do not match the L-1 rates, option will be given to other tenderers starting from L-4, L-5 to match L-1 rates and accordingly quantities will be split in the ratio of 50:30:20 between L-1 tenderer and the other two tenderers, in that order, who match the L-1 rates. If L-2/L-3/L-4 tenderer do not match the L-1 rates, full quantity will be awarded to L-1 tenderer. However, if only one tenderer match the L-1 rate, the quantity will be split in the ratio of 70:30 as above.

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.

23. Paying Authority :- HOD (FIN) of respective units.

24. Consignee:- HOD(MM) of respective units.

Annexure- 1C

Freight Element by Road

S.No.	Destination Station of CCI Units	Distance in km from station of dispatch to unit site	Freight / 100 Bags
1	Tandur Cement factory, Vikarabad (Telangana)		
2	Rajban Cement Factory, Paonta Sahib, District Sirmour (HP)		
3	Bokajan Cement Factory, Bokajan, District Karbi Anglong (Assam)		

The above road freight charges shall remain firm during the contractual period and no variation on any account whatsoever, shall be allowed.

Signature of Tenderer
With date & Seal

Instructions for Reverse Auction

1. CCI reserves the right to go for e-auction as additional condition. In case of any eventuality, the cases will be decided as per the rates submitted in the e-tender. Hence, the bidders are advised to submit their offers accordingly.
2. Only the Bidders who have qualified the techno commercial bid of the tender and whose price bid has been opened are eligible for participating in the reverse auction as per terms of clause - VIII of Reverse Auction.
3. The lowest landed cost (net price) of e-tender, evaluated after opening of price bids shall be considered as base price (floor price) for reverse auction and accordingly the reverse auction shall be started. All bidders will be given opportunity to look at to L-1 price and submit their net price in the reverse auction process.
4. The procedures and other terms & conditions of reverse auction shall be uploaded on our website one week before the opening of price bids and starting of reverse auction. The bidders are requested to go through our website regularly to keep them updated about the procedures and terms & conditions.

The bidders participating in reverse auction shall be required to complete all formalities & submit the required documents as desired under the above stated procedures and terms & conditions.

Cement Corporation of India Limited
(A Govt. of India Enterprise)

Parameter of E-Reverse Auction:

Estimated Cost / Entry Start Price / Reverse Price for e-Reverse Auction	L1 price of the financial bids of the Techno-commercially Qualified Bidders.
Minimum decremental value	Rs. 2.0 per 100 bags
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 pass word for Reverse Auction.
Start Date & Time of e-Reverse Auction	_____ at 15.00 Hrs. (after 2 working days of opening of price bids)
Initial Duration of e-Reverse Auction	02 Hrs (from 15.00 Hrs to 17.00 Hrs.)
Automatic 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:

VII. Procedure for e-Reverse Auction:-

1. The reverse auction is to be carried two days after the opening of e-price bids.
2. If L1 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 opts out they will be assumed to be to be not participating 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 VIII below mentioned 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 break-up of final price viz. basic rate, freight charge, inspection charge 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.

VIII. Guidelines for Reverse Auction:-

1. Any tender can be cancelled/withdrawn at any time before award of contract, which is invariably mentioned in NIT.
2. 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 parties, 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 eighth (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 8th lowest position (L-8), then both of them shall be allowed to participate in reverse auction.
3. Lowest bid implies the bid whose landed cost is lowest considering freight, inspection charge & less input credits for GST. (Reverse auction shall be conducted on landed cost excluding GST).
4. The base price, minimum detrimental value, pre-defined time duration of quoting the revised rate (in minutes) shall be available with the service provider portal as per the format to be uploaded with NIT.
5. Closing price (CP) of reverse auction shall be treated as new L-1 and tender shall be processed accordingly.

Complaints may be given, if any regarding denial of service or any related issue, in writing through e-mail/fax to the service provider, with copy of mm_co@ccilttd.in, within 15 min prior to initial closing time of reverse auction.

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

Annexure-VI

PRICE BID PROFORMA

Supply of 204.4 Lakhs PP Bags for packing of cement to our Bokajan (Assam), Rajban (HP) and Tandur (TS) unit in a phased manner on Annual Rate Contract basis.

Tender No. CO/MM/PP BAG/2021-22

Sl.No	Item	Quantity in LAKHS	Basic cost of Bags (white bags) including processing Fees and printing charges etc. as per specification (Rs./100 Bags)	Additional cost for colour (Rs./100 Bags)	Freight charges (Rs./100 Bags)	Total cost excluding GST (Rs./100 Bags)	Applicable GST in percentage	Total landed cost including GST (Rs./100 Bags)
1	BKO	30						
2	RJO	40						
3	TDO	134.4						

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 of others if any & freight but excluding the input credits from GST

Signature of tenderer

With seal