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एक कदम स्वच्छता की ओर



सीमेंट कार्पोरेशन ऑफ इंडिया लि.

(भारत सरकार का उद्यम)

**Cement Corporation of India Ltd.**

(A Government of India Enterprise)

Tandur Cement Factory, P.O. C.C.I. Tandur

Vikarabad Dist. (T.S.) PIN - 501 158

Tel : 08411-247223 Fax : 08411-247243

Email : tandur@ccilttd.in Website : www.ccilttd.in

NIT NO: TDO/HR/02/CANTEEN/2022-23

Date: 28.05.2022

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

Online electronic bids through Electronic Tendering System (ETS) are invited from reputed Contractors having adequate experience for Running of Industrial Canteen at CCI Tandur.

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>TDO/HR/02/CANTEEN/2022-23</b>
Mode of Tender	e-Procurement System (Online Part A - Techno-Commercial Bid & 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	<b>From Date 29.05.2022 (10:00 hrs.) to Till Date 28.06.2022 (14:30 hrs.)</b>
Earnest Money Deposit (EMD)	<b>Rs.98,000/- (Rupees Ninety Eight Thousand only)</b> through e- payment gateway as per clause No.1 of part-II terms & Conditions.
Last date of submission of EMD, valid SSI/NSIC/MSME certificate and other documents required as per tender terms & conditions under covering letter.	<b>Date 28.06.2022 (15:00hrs)</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 Date 29.05.2022 (10:00 hrs.) to Till Date 28.06.2022 (15:00 hrs.)</b>
Date & time of opening of Part-A (i.e. Techno-Commercial Bid)	<b>Date 28.06.2022 at 15.30 hrs.</b>
Part-B Price Bid: Date of opening of Part-B i.e. price bid shall be informed separately	To be communicated separately.
Validity of bids	120 days for opening of tender

Only those tenders will be considered who fulfill the terms and conditions mentioned in the tender documents.

- 1) Only those tenders shall be considered who deposit the earnest money, tender cost and transaction fee by due date.
- 2) The price bid should be only as per CCI's price bid format otherwise the tender is liable for rejection.

**Regd. & Head Office:** Core 5, Scope Complex, 7 Lodhi Road, New Delhi – 110003  
**CIN: U74899DL1965GOI004322**



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### SCHEDULE OF MATERIAL / WORK:

NIT No.	Name of the Item
TDO/HR/02/CANTEEN/2022-23	Running of Industrial Canteen at Cement Corporation of India limited, Tandur Cement Factory, Karankote Village, Tandur Mandal, Vikarabad Dist, Telangana State

### IMPORTANT NOTES:

1. Rate has to be quoted on unit basis as mentioned in price bid
2. Order shall be awarded to L1 party on maximum item basis not on overall L1 rate basis.
3. This tender for fixing of rate for the eatables and running of canteen on the basis of rates of eatables.
4. The volume of eatable required on day to day basis are not fixed. Hence Reverse Auction not recommended.

### LIST OF ANNEXURE:

The tender documents comprise of following:

Annexure – X	Important Instructions to Bidders
	<b>Covering letter, Part-I: Instruction to tenderers, Part-II – General Terms &amp; Conditions, Integrity pact and Annexure 1-9 which is available in CCI web site must be submitted by tenderer duly filled in.</b>
Annexure – XI	Part – III Special terms and conditions.
Annexure - XII	Price bid proforma (Price schedule) to be submitted duly filled in on-line as part –B, Cost break up rates quoted.

Please visit our website [www.ccilttd.in](http://www.ccilttd.in) for Covering letter, Part-I - Instruction to tenderers, Part II- General Terms & Conditions, Integrity pact, all formats and submit the same along with Annexure (1-9), duly filled in along with the tender.

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**Annexure- X**

**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 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 Tender wizard e-procurement portal. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. Antares Systems Ltd is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p><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.</p> <p>Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>In case of any clarification, please contact CCI/Antares Systems Ltd, (before the scheduled time of the e- tender).</p> <p style="text-align: center;"><b>Contact person (Cement Corporation of India):</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Email</th> <th style="width: 15%;">Land Line</th> <th style="width: 25%;">Mobile</th> </tr> </thead> <tbody> <tr> <td>1. Shri Amit Ranjan – HOD (P&amp;A)</td> <td><a href="mailto:pers_tdo@ccilttd.in">pers_tdo@ccilttd.in</a></td> <td style="text-align: center;">--</td> <td style="text-align: center;">7799938042</td> </tr> <tr> <td>2. Shri Deepak Ku. Adil – DM (HR)</td> <td><a href="mailto:dk.adil@ccilttd.in">dk.adil@ccilttd.in</a></td> <td style="text-align: center;">--</td> <td style="text-align: center;">7799938156</td> </tr> </tbody> </table> <p><b>Antares Systems Ltd help line Numbers: 080 49352000 &amp; 03346046611</b></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>	Name	Email	Land Line	Mobile	1. Shri Amit Ranjan – HOD (P&A)	<a href="mailto:pers_tdo@ccilttd.in">pers_tdo@ccilttd.in</a>	--	7799938042	2. Shri Deepak Ku. Adil – DM (HR)	<a href="mailto:dk.adil@ccilttd.in">dk.adil@ccilttd.in</a>	--	7799938156
Name	Email	Land Line	Mobile										
1. Shri Amit Ranjan – HOD (P&A)	<a href="mailto:pers_tdo@ccilttd.in">pers_tdo@ccilttd.in</a>	--	7799938042										
2. Shri Deepak Ku. Adil – DM (HR)	<a href="mailto:dk.adil@ccilttd.in">dk.adil@ccilttd.in</a>	--	7799938156										
2	<p><b>(A) 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.</p> <p><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.</p> <p><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 submitting the price bid. However, if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>												
3	<p>All entries in the tender should be entered in online Technical &amp; Commercial Formats without any ambiguity.</p>												
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 <b>Upload Documents</b> link in My menu to upload documents in</p>												

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	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 Tender wizard (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
6	The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.
7	E-tender cannot be accessed after the due date and time mentioned in NIT.
8	<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.

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## Annexure- XI

### **Part –III: Special Terms and Conditions for running of the Industrial Canteen Contract.**

#### **1. GENERAL CONDITIONS:**

This tender contains Part-I and Part-II general terms Part-III special terms and conditions and price bid. All these documents are to be submitted duly signed and stamped by the tenderers.

In addition to the General Terms and conditions of the Tender Part-I & II the following Special terms and conditions also apply to the contract for the supply of above category of material. These special terms and conditions if contradictory to any of the conditions given in Part-I and II shall prevail upon the conditions given therein.

All other terms and conditions as per clause 2 of part-I general terms and conditions for submission of tenders shall be followed.

In case the contractor is running a simultaneously any another business/canteen must furnish the proof of his having such establishment.

The contractor or his representative holding Power of attorney must be available at all times at our canteen for managing the canteen as well as to take instructions from CCI whenever required.

#### **THE CONTRACTOR SHOULD COMPLY WITH THE FOLLOWING CONDITIONS:**

- A. Prepare fresh sweets, snacks, tea, breakfast, lunch, dinner etc on daily (time to time) basis and serve these items at the timings and places decided by the Management/ Canteen Managing Committee at the rates fixed as per this contract against valid coupon/ cash.
- B. Prepare and serve any other items of food snacks for lunch/dinner as directed by the management.
- C. Serve tea and snacks, to the employees at our CCI's offices in side the factory, administrative building and mines at different timings to be decided from time to time by the management or authorized canteen management committee of CCI, as the case may be round the clock, besides the canteen hall. The Contractor shall strictly adhere to for supply of tea/ snacks etc. observe timings at different places in the factory premises, to be decided by the management/canteen management committee.
- D. Any new items supplied by the canteen shall be with the approval and priced by the canteen managing committee.
- E. **The rate of Tea will be @ ₹ 5/- (For 60 ML of tea) – It should be served in paper glass only. Tea should be prepared with 80% of milk and 20% of water with sugar as required. Good quality of tea powder should be used for preparation of tea (Brooke bond Red level / Taj Mahal / Tata Tea Gold or premium only).**
- F. Use only good quality (FSSAI Approved) sugar, coffee, refined oil, besan, atta, vegetable pulses, masallas etc. for preparing food, snacks & other items in the canteen. Which will be verified by Management from time to time if they observed any deviation/ deficiency in material noticed accordingly necessary action as deemed fit will be taken.
- G. Run/ maintain the canteen round the clock (24x7x365). Contractor should be responsible for proper cleanliness of canteen, surroundings, utensils, crockery, cutlery etc. The canteen and records shall be open for inspection by the management as well as canteen management committee at any time. Contractor shall be responsible for any damages breakages of furniture's and fixtures, crockery cutlery, utensils given to him.

Contd. ....2

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- H. Abide by all provisions of the Factories Act, and other applicable labour laws and rules as applicable the provisions of Food adulteration Act, and all other relevant Laws and Rules as may be applicable and all instructions issued by the Management from time to time.
- I. Keep the motto as 'Rendering Good Quality Service' only for running the canteen.
- J. The contractor shall ensure Payment of wages at the prescribed rates to his employees shall be made before 7<sup>th</sup> of each following month and shall maintain proper records of the same which shall be open for inspection by the CCI Management and any statutory authorities as and when required (Please see relevant clause 6.3 in Part-II of this tender documents for compliance of statutory rules).
- K. The contractor shall also ensure payment of Bonus, leave with wages, EL and other statutory payments as per the factories act 1948 besides recovery of EPF & ESI etc as per rules/ laws.
- L. The properties of CCI in the custody of the Contractor such as furniture, fixtures/ fittings utensils crockery and cutlery etc. are to be kept and handled and maintained with proper care. They are to be returned to CCI on completion of the contract. The Contractor shall make liable him-self for all losses, damages, shortages or breakages of the items provided/ given by CCI.
- M. Contractor and Canteen contract workers should also have good health and medically fit conduct and behavior. A contractor and Canteen contract worker has to observe cleanliness and take/ observe maximum hygienic care while preparing, cooking and serving the tea/ food items.
- N. No child labour shall be engaged in the canteen by the Contractor.
- O. The contractor shall have to arrange two pairs of uniform to all the workers of Canteen once in a year. The worker of canteen must be always in uniform while on duty.
- P. The contractor should arrange periodical checkup for the health conditions of his workmen as required under the Factories Act, and should not deploy persons with any communicable diseases and produce the certificate of health every three months.
- Q. The contractor shall introduce coupon system at his cost for supply of food, tea and snacks etc. at the discretion of the Management.
- R. The Contractor should not allow consumption of or to keep alcoholic drinks within the Canteen premises.
- S. The Contractor shall not sub-let the canteen or building or part thereof to any other.
- T. The contractor shall not allow Outsiders persons within Canteen premises.
- U. The contractor should not allow dogs/ animals etc. in the canteen premises.

## **2. DURATION OF CONTRACT:**

The period of contract shall be TWO YEARS (24 Months) and can be extended for further one year (12 Months) at the same rate, Terms & Conditions at the discretion of CCI Management and subject to satisfactory performance of the contractor.

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### 3. **SUBSIDY:**

- A. No direct subsidy will be paid. In place of subsidy Management will reimburse the coupons monthly basis to the canteen contractor. Coupons shall be issued by P&A Department to all eligible employees (Regular employees and Contract supply labours) @ Rs. 500/- per eligible employee for 575 persons (Approximately) based on strength (each coupon cost shall be @ Rs. 5/- with validity of two months). The strength may be decrease/ increase by 20%. Necessary coupons shall be printed/ arranged by canteen contractor.
- B. The contractor has to submit the GST bill along with coupons on or before 7<sup>th</sup> of each month to HOD (P&A) for verification, passing and payment by Finance dept. Necessary monthly coupons will be issued by the P&A department.

### 4. **REPORT:**

- A. The contractor/ his representative should daily report to the concerned officer/ HOD (P&A) and produce a book for taking day to day instructions.
- B. The contractor/ his representative should approach the concerned officer/ HOD (P&A), if he needs any instructions/ help or has any difficulties.
- C. The contractor/ his representative should all the time be available at the worksite during the course of his work.
- D. The contractor/ his representative are responsible to allot work/ supervise it and control his labour.

### 5. **MANPOWER:**

- A. The contractor has to utilize sufficient required manpower for smooth operation and maintenance of canteen.
- B. Bill will be released after making payment of wages as per minimum wage act by the contractor to their workman through their bank account.
- C. Total number of work men should be adequate and will retire on completion of 58 yrs of age, for looking after job every day including adequate person exclusively for cleaning of inside & outside of Canteen premises, workers for the job on their own account and responsibility.
- D. The contractor and his staff should follow our security regulations in force and amended from time to time. Suitable action will be taken including summarily termination and or penal and or legal action for breach of our security regulations either by the contractor or his staff and we/ corporation shall be the sole arbitrator to decide the course of action.

### 6. **PAYMENT:**

- A. The contractor should submit his bills latest by 5<sup>th</sup> of every month for the coupons procured from him and payment will be made by 10<sup>th</sup> or the next working day of every month.
- B. The contractor will have to make payment to his workmen at not below the minimum wage as prescribed by the State/ Central Govt. rates from time to time as may be applicable in this area.

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#### **7. REVISION OF MINIMUM WAGE CLAUSE:**

- A. In case during the operation of the contract the statutory minimum wages are revised by the Govt. the rates of the contract labour wages shall be accordingly revised by the contractor.
- B. Minimum wages should be paid to all deployed contract workmen as per Minimum wages Act and as per VDA notification issued by Govt. of Telangana State from time to time.
- C. Revision of minimum wages shall be borne by the contractor with all statutory payments are applicable considering the above revised wages.

#### **8. STATUTORY COMPLIANCES:**

- A. It shall be the responsibility of the Contractor to ensure that the personnel deployed by them are not below 18 years and above the age of 58 as per Factories Act 1948 & Rules 1950 provisions.
- B. Contractor shall obtain Medical Fitness Certificate as per Factories Act 1948 & Rules 1950 before deploying into work of his workman.
- C. Contractor shall obtain a valid labor license (if manpower exceeds 20 or more) in his name under Contract Labour (R&A) Act 1970 & rules 1971 from the Licensing officer from the office of Dy. Chief Labor Commissioner, ATI Campus, Hyderabad and comply with all legal formalities and submit a copy of the Labor License to the Company before commencement of the work.
- D. Contractor shall obtain a valid **FSSAI license** in his name under The Food & Safety Department, Telangana and comply with all legal formalities and submit a copy of the FSSAI License to the Company before commencement of the work.
- E. The Contractor shall verify antecedents of his workmen engaged by him and ensure that the workmen engaged by him carry with them proper identity cards bearing their photographs to be issued by him and carry during the working hours.
- F. The Contractor shall maintain all Statutory Registers as required under the Contract Labour Act, 1970 & Rules 1971 and all other and various labor laws applicable from time to time. It shall be the responsibility of the Contractor to maintain all records in respect of workmen engaged by him. The Contractor shall specifically maintain the following Registers:
  - i. Form – A : Format of Employee Register
  - ii. Form – B : Format for Wage Register
  - iii. Form – C : Format of Register of Loan/ Recoveries
  - iv. Form – D : Form of Attendance Register
  - v. Form – VII : Service Certificate
  - vi. Form – XII : Employment Card
- G. The Contractor shall produce all the registers and records to the representative of the Company and Government authorities as and when required for ensuring statutory compliance. The Contractor shall submit a Certificate for having complied with all the statutory provisions under all labor statute applicable to his contract at the end of the month and only then his monthly bill will be processed for payment by the Company.

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- H. Contractor should take registration codes under Employees Provident Fund (Miscellaneous Provisions) Act 1952 and Employees' State Insurance Act 1948 for issuing PF number and ESI number to his contract workmen.
- I. **The Contractor shall submit invoice/s on a monthly basis after issue of coupons for verification immediately month.**
- J. **The Contractor shall disburse the wages on or before 7th of every month for the previous month through RTGS/ ECS transfer to his workmen by himself. The acknowledgment copy of the paid statement shall be submitted to the department for verification as per company policy.**
- K. The Contractor shall ensure that, to remit the Provident Fund and ESI contributions on before 15th of every month for the previous month wages as per the provisions of Employees' Provident Funds & Miscellaneous Provisions Act, 1952 & Employees' State Insurance Act, 1948. **The acknowledgment copy of the remittance statement shall be submitted to the department for verification as per Statute and company policy.**
- L. The Contractor shall be responsible for making payment of Statutory Bonus as per the provisions of Payment of Bonus Act, 1965, payment of Earned Leaves and National & Festival Holidays as per Factories Act 1948 & TS Factories Rules 1950. The acknowledgment copy of the paid statement shall be submitted to the department for verification as per company policy.
- M. The Contractor undertakes that it has complied with and agrees to comply with all the necessary statutory requirements such as maintaining Registers, Records and Returns under Contract Labour (Regulation & Abolition) Act, 1970, Factories Act, 1948, Minimum Wages Act, 1948, Payment of Wages Act 1936, Payment of Bonus Act, 1965, Employees' Provident Funds & Miscellaneous Provisions Act, 1952, Employees' State Insurance Act, 1948, Employees' Compensation Act, 1923, Labour Welfare Fund Act, 1987, The Industrial Employment (Standing Orders) Act, 1946.etc. as applicable to its business for providing the said services.
- N. The Contractor shall also comply with the provisions of the Act and such other statutory enactments/rules and regulations laid down by the Government or local body whether related to labour, commercial or other laws in force/ coming into force which may apply to this Agreement/ Contract and any liability on account of non-compliance or violations thereof by it, shall be solely to the account of the Contractor and the Company shall not be responsible for any breach or violation by the Contractor. The Contractor hereby agrees to indemnify and keep indemnified the Company against any claim, loss, damage, cost, charge or expense incurred or suffered by the Company on account of any breach or violation of the necessary statutory requirements by the Contractor.
- O. The Contractor shall disburse the wages and all other payments if any only through RTGS/ ECS transfer to his workmen by himself as per provisions of Payment of Wages Act 1936.
- P. The Contractor shall regulate the discipline of the workmen engaged by him in the discharge of duties. The Contractor shall also decide and take disciplinary action against the workman if they are found to have committed any act of misconduct/s.
- Q. The Company shall have privity of contract with the Contractor only and shall give instructions to him and shall have nothing to do with Contractor's workmen. It is clearly and absolutely agreed by this deed that no relationship of "Employer and Employee" is created between the Company/ Principal Employer and the workmen engaged by the Contractor.

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**Regd. & Head Office:** Core 5, Scope Complex, 7 Lodhi Road, New Delhi – 110003

**CIN: U74899DL1965GOI004322**



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एक कदम स्वच्छता की ओर



सीमेंट कार्पोरेशन ऑफ इंडिया लि.

(भारत सरकार का उद्यम)

**Cement Corporation of India Ltd.**

(A Government of India Enterprise)

Tandur Cement Factory, P.O. C.C.I. Tandur

Vikarabad Dist. (T.S.) PIN - 501 158

Tel : 08411-247223 Fax : 08411-247243

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- R. Any reference to the contract workmen under this agreement shall not be deemed to be resulting into employee-employer relationship or any other relationship of such nature between the Company/ Principal Employer and contract workmen.
- S. The Contractor also shall strive to attain zero accidents at the workplace. Contractor should ensure safety of his workmen at work place and ensure all his workmen are equipped with Safety Personal Protective Equipments (PPEs) like, Safety Shoes, Helmet, nose mask, apron etc.
- T. The Contractor shall not sub-contract or assign this Agreement/ Contract or any part hereof or the rights and obligations arising here from to any third party.
- U. The Company shall not have any connection whatsoever with the workmen engaged by the said Contractor and the Company shall have nothing to do or concerned with the conditions of employment of the workmen working for Contractor. The entire supervision and control on the work of the Contractor's workman shall be carried out by the Contractor himself and / or its supervisors without any interference/ intervention of the Company.
- V. For the purposes of providing the said services and for effectively carrying on its obligations under this contract, the Contractor will have the absolute discretion to deploy such number of personnel including Supervisor/s, in the said premises as it deems fit/ as per department requirements. All liabilities and obligations on account of the said personnel shall be that of the Contractor only.
- W. In case of termination/ expiry of contract, the Contractor shall have no right or lien whatsoever upon the premises. The Contractor undertakes to leave the premises with all his workmen peacefully and shall have no claim of any nature against the Company.
- X. The contractor and his work men should follow the safety rules as applicable at our unit. Management of Cement Corporation of India Ltd. shall not be responsible for any type of accident occurred during his contract period.

#### **9. PENALTY:**

- A. If the contractor fails to perform or observe any of the conditions laid down in this tender document and or if quality, and quantity of food stuff, tea, coffee etc. or are not found up to the fixed/ desired standard CCI shall levy fine (not less than Rs. 500/- for each case of shortfall from the standards) without any notice. This will be deducted from the payment against coupon. This will be besides any other penal action which CCI can take as per provisions of this tender.
- B. Coupons not consumed by the employee or by the organization shall be refunded by the canteen contractor against return the same.
- C. The Canteen management committee constituted as per the provisions of the Factories Act will exercise supervision over the functioning the canteen and contractor shall adhere/ follow the advice and instructions given by the committee in writing. The committee's decision regarding quality of eatable/ tea/ snacks etc. prepared in the Canteen is final and binding on the contractor.
- D. Any amount due from Contractor to CCI will be recovered from the payments due to him first, out of the coupon bills and remaining balance if any from S.D. (also as per clause No. 2.8 of part II) Management reserves the right to decide value of the items losses shortages etc.

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**10. CCI WILL PROVIDE THE FOLLOWING TO THE CONTRACTOR;**

- A. Canteen hall at a token rent of Re. 1/- (Rupee One only) per month.
- B. Free use of water.
- C. Free use of power for lighting and grinding but not for cooking.
- D. Free utensils.
- E. Free crockery, cutlery & cooking utensils (Quantity etc. as decided by CCI).
- F. Free furniture.
- G. The breakable items shall be reconditioned by the canteen management committee after physical inspection and recommendation for replacement if need be or recoveries made for the contractor at its discretion.
- H. 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.
- I. In case of additional supplies for breakdown/ maintenance etc. whenever takes place, the same shall be paid extra certification by the concerned official/ departmental HOD.

**11. ACCEPTANCE OF TENDER:**

- A. CCI reserve the right to accept or reject any tender, irrespective of the fact whether a tender is higher or lower without assigning any reasons thereof.
- B. Tenders are bound to accept the award of contract, in the event of work order being in favor of them at the rates quoted/ agreed to by them.

**12. NEGOTIATION:**

In the event of negotiations, only downward revision of rates will be allowed. Any change in techno commercial terms and agreed earlier, will not be permitted at this stage. Hence any qualifying remarks in the price bid revised/ negotiated offer will not be entertained.

**13. EMD:**

The earnest money deposit of Rs. 98,000/- (Rupees Ninety Eight Thousand Only) should be submitted through e-gateway Payment only. The EMD of successful tenderer shall be converted in to Portion of security deposit.

**14. SECURITY DEPOSIT:**

In the event of placement of Purchase order, you have to furnish Security Deposit at the rate of 5% of the total order value in the form of Cash/ DD or Bank Guarantee from any Nationalized Bank within 15 days from the date of orders. This is applicable for order having value more than Rs.5.00 Lac. (For Orders having value less than this amount, the clause is not applicable).

SD will be refunded after three months only after finalization of final bill and successful completion of the order. Necessary No Dues certificate shall be obtained from all departments. The contractor has also to submit No Claim Certificate.

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**15. Income Tax:**

The contractor has to submit the PAN No. along with copy of PAN Card as per Income Tax Act at the time of submission of first bill. TDS on IT Act & GST Act will be made as per rule.

**16. GST:**

The Contractor must register himself under GST and provide GST Registration number. Eligible GST will be paid by CCI to the contractor and after submission of proof of payment & upload invoices in GST Portal by the contractor, towards GST and the same will be adjusted in GST account. Therefore, contractor should ensure payment of GST within the stipulated time given by the Government.

**17. DISPUTES:**

In the event of any questions of dispute arising under these terms and Conditions decision of the General Manager shall be final and binding on the contractor.

**18. Following Conditions are not applicable to this tender :**

1. Clause no 2.4 part A.10 & 13 of part -I instructions to tenderers.
2. Annexure- 6 & 7.
3. Clause no 15.1 to 15.9 of part -II General Terms & Conditions.

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