



Cement Corporation of India Limited
(A Govt. of India Enterprise)
Bokajan Cement Factory
Distt. : KarbiAnglong, Assam-782 490
(An ISO 9001:2015 Certified Company)
CIN : U74899DL1965GOI004322

Phone No. : 03675 – 246106, Fax No. : 03675-246107

E-mail ID: bokajancementmines@gmail.com & bokajancement@gmail.com

NIT No.: BKJ/Q/OB-LS/N-Block/2022-23/02

Dated: 12.08.2022

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

Online electronic bid through Electronic Tendering system (ETS) are invited from contractors/agencies having adequate experience in **drilling, excavation with loading and transportation of limestone and overburden from 'N' Block at Dillai Parbat Limestone mines**, Bokajan Cement Factory, Karbi Anglong, Assam. The contractor should be sufficient experience in the field and experienced manpower & resources etc. to take up the above work.

The complete set of tender documents is available on websites www.ccilttd.in and etenders.gov.in/eprocure/app. (CPP Portal)

E- Tender No.	BKJ/Q/Tender/OB-LS/N-BLOCK/22-23/02
Mode of tender	e-tender system (Online Part-A Techno-commercial Bid and Part-B Price Bid) through www.etenders.gov.in/eprocure/app (CPP Portal)
Date of NIT available to parties to download	From 12-08-2022 till 03-09-2022 (14:00 hrs.)
Earnest Money Deposit	Rs. 2,00,000/-
Last date of submission of EMD, valid SSI/ NSIC/MSME certificate and other documents required as per tender terms & conditions under covering letter (Annexure-II) in Hard Copy (i.e. Offline Submission).	03-09-2022 (14:30 hrs)
Date of starting of e-tender for submission of online EMD, Techno-Commercial Bid and Price Bid at etenders.gov.in/eprocure/app	12-08-2022
Date & time of opening of Part-A (i.e. Techno-Commercial Bid)	05-09-2022 (15:00 hrs)
Date & time of opening of Part-B (i.e. Price Bid)	To be communicated to tender through website/e-mail to all the participants Tenderer
Validity of bids.	120 Days.

Offer is invited for the Drilling, Loading & Transportation of Overburden and Limestone from in and around 'N' Block at Dillai Parbat Limestone Mines, Bokajan Cement Factory as per details given below:

Tender Enquiry No.	Name of the Items	Quantity
BKJ/Q/Tender/OB-LS/N-BLOCK/22-23/02	Tender for Drilling, Loading & Transportation of overburden (2 x 2.34 Lakh MT \pm 20%) and Limestone (2 x 1.17 Lakh MT \pm 20%) from in and around N-Block at Dillai Parbat Limestone Mines in 24 months	<p>01. Loading & Transportation of Overburden after weighing at 'N' Block contractor Electronic Computerized weighbridge from in & around 'N' Block up-to 1 KM distance (With other associated activity) : 2 x 2.34 Lakh MT \pm20%</p> <p>02. Loading & Transportation of Limestone after weighing at 'N' Block contractor Electronic Computerized weighbridge from in & around 'N' Block up-to 4.0 KM distance (With other associated activity): 2 x 1.17 Lakh MT \pm20%</p> <p>03. Rehandling of Limestone from Stock Yard to Crusher Hopper within 500 mtr. per MT : 2 x 52,650 MT \pm 20%</p>

1. Only those tenders will be considered who fulfil the Pre-Qualification criteria (General Terms & Conditions part I & II) as mentioned in the tender documents.
2. Only those tenders shall be considered who deposit the Earnest money & transaction fee (if required) by due date.
3. The price-bid should be submitted only as per CCI's Price-Bid Format otherwise the tender is liable for rejection.

HOD (MINES)

LIST OF ANNEXURE

The tender documents comprise of following:-

<u>Part 1</u>	General terms & conditions can be downloaded from CCI website www.ccilttd.in
<u>Part II</u>	
Annexure I to IX	Download from General Terms & Condition from CCI Website www.ccilttd.in in tender section.
Annexure: X	Important Instructions to Bidders
Annexure: XI	Part-III- Special terms & conditions
Annexure: XII	Price Bid Performa (Price schedule) to be submitted duly filled in on-line as Part-B

Note: Tenderers must visit CCI website www.ccilttd.in for part-I and Part-II and submit the same along with the annexures and tenderer must sign and upload online along with techno commercial bid of 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 NIC-Central Public Procurement Portal, New Delhi-110003.

You are requested to read the 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 :</p> <p>Registration:</p> <p>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. NIC-CPPP is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature). SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT etenders.gov.in/e procure/app</p> <p>1).Vendors are required to register themselves online with etenders.gov.in/e procure/app Register as Vendor Filling up details and creating own user id and password→ Submit. 2).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/NIC-CPPP portal. Contact person (Cement Corporation of India):</p> <table border="0" style="width: 100%;"><tr><td style="width: 50%;">HOD (Mines)</td><td style="width: 50%;">HOD (MM)</td></tr><tr><td>Dillai Parbat Limestone Mines, CCI Bokajan</td><td>CCI, Bokajan</td></tr><tr><td>M. No.: 08638307578</td><td>M. No. : 07086653319</td></tr><tr><td>E-mail ID : bokajacementmines@gmail.com</td><td>E-mail ID: bokajanmm01@gmail.com</td></tr></table> <p>(A) Help Desk (NIC-CPPP): (E-commerce): 8077213001</p> <p>(B) System Requirement: Windows 8, 10 Professional Operating System, Internet Browser-9, 10 &11 Signing type Class 3 digital signature Java JRE 6 and above. THE VENDORS ARE ADVISED TO GO THROUGH THE <i>Help Manual</i> LINK AT etenders.gov.in/e procure/app FOR GENERAL GUIDANCE ABOUT TENDER PROCESS.</p>	HOD (Mines)	HOD (MM)	Dillai Parbat Limestone Mines, CCI Bokajan	CCI, Bokajan	M. No.: 08638307578	M. No. : 07086653319	E-mail ID : bokajacementmines@gmail.com	E-mail ID: bokajanmm01@gmail.com
HOD (Mines)	HOD (MM)								
Dillai Parbat Limestone Mines, CCI Bokajan	CCI, Bokajan								
M. No.: 08638307578	M. No. : 07086653319								
E-mail ID : bokajacementmines@gmail.com	E-mail ID: bokajanmm01@gmail.com								

2.	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by CCI. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p> <p>Note:</p> <p>The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However, in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and 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 & Commercial Formats without any ambiguity.</p>
4.	<p>In case of failure to access the payment towards cost of tender document & EMD 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 tender fee and EMD through Online well in advance and verify completion of transaction in respect of tender fee and EMD.</p> <p>Vendors are instructed 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 <i>Attach Document</i> link against the particular tender. For further assistance please follow instructions of Vendor Help Manual.</p>
5.	<p>All notices 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).</p>
6.	<p>The responsibility of downloading the related corrigenda, if any, will be that of the responsibilities of the parties.</p>
7.	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>
8.	<p>Bidding in e-tender & Reverse auction:</p> <p>(a). Bidder(s) need to submit necessary EMD and Tender fees (If ANY) to be eligible to bid online in the e-tender. Tender fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by CCI.</p> <p>(b). The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid is explained in Help Manual.</p> <p>a. In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>b. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</p> <p>(c). The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>(d). All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter</p>

	<p>SUPPLIER.</p> <p>(e). It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system. 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>(f). 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>(g). 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 etenders.gov.in/eprocure/app of NIC-CPPP.
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, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
17.	Bidders are requested to read the vendor Help Manual in the home page etenders.gov.in/eprocure/app to familiarize themselves with the system before bidding.



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Annexure-XI

PART-III :SPECIAL TERMS AND CONDITIONS

The tender contains general terms, 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 contract under Part- I & II, the following Special Terms and Conditions will also apply to the contract for Drilling, Loading & Transportation for removal of overburden (2 x 2.34 Lakh MT \pm 20%) to the dump site with dozing for exposing Limestone & Limestone (2 x 1.17 LakhMT \pm 20%) from Loading point to Crusher Hopper in and around 'N' Block at Dillai Parbat Limestone Mines within 24 months. These Special Terms and Conditions, if contradictory to any conditions given in Part- I&II shall prevail upon the conditions given therein.

PART A:

Drilling, Loading & Transportation for removal of overburden (2 x 2.34 Lakh MT \pm 20%) to the dump site with dozing for exposing Limestone & Limestone(2 x 1.17 Lakh MT \pm 20%) from Loading point to Crusher Hopper in and around 'N' Block at Dillai Parbat Limestone Mines within 24 months.

1.0 AREA ALLOWED:

The contractor will have to carry out the work under this contract at the area(s) allotted to him by the Corporation from time to time. The contractor will have no right or choice in the matter or in change the area allotted to him nor does he have a right to demand a change of the allotted area.

2.0 CONSTRUCTION OF ROADS ETC.:

The contractor has to maintain the road in workable condition from the loading point to Crusher hopper / Waste Dump via quarry weighbridge.

3.0 DURATION OF CONTRACT:

The duration of contract is Twenty Four (24) months from the date of issue of L.O.I /W.O., however, the Corporation reserves the right to extend it further period of Twelve (12) months with proportionate One (01) year quantity on the same rates, terms and conditions if the performance is found satisfactory after mutual consent of contractor.

4.0 SUPPLY OF ELECTRICITY:

The Corporation will supply Electricity at the prevailing rate of ASEB on actual consumption basis, which will be based on the meter reading. The supply of electricity will be made from single point.

5.0 HOURS OF WORKS ETC.:

The contractor will be required to work only during the hours as directed by the Corporation. The contractor shall not work on weekly rest day or national/paid/festival holidays except with the prior permission or the instruction of the Corporation. The working time will be in two shifts i.e. 5.00 A.M. to 1.00 P.M. and 1.00 P.M. to 9.00 P.M. which may be changed to 6.00 A.M. to 10.00 P.M. if required.

6.0 PROVISION OF ADEQUATE EQUIPMENTS, MATERIALS ETC.:

6.1 The contractor shall deploy adequate number of equipment in full set (as per list shown at clause no. 24.0 of special terms & conditions) before actual commensurate with the magnitude and complete the same with stipulated period and as per schedule of works specified. The contractor will not be allowed to commence the work until and unless each & every listed equipments are mobilized at site in working condition.

6.2 During execution of works, the contractor shall at his own cost provide adequate materials for proper execution of the work and ensure the stability and safety of all structures, excavation and work and further ensure that no physical injury or harm is caused or is likely to be caused to any person and no damage or loss is likely to be caused to any property of the Corporation.

6.3 The contractor shall not be entitled to any extra payment for removing any trees, trunk etc. that may be met with while working in the area and also he shall have no claim on the material so obtained. The material so obtained will be the property of the corporation.

7.0 SCHEDULE OF QUANTITIES:

The quantities set in the schedule of quantities against each item of work are the approximate estimated quantities required to be executed and shall not be taken as actual and contracted quantities of the work to be executed by the contractor under this contract. The Corporation may at its discretion increase the quantities upto 20% of the quantities set out in the schedule of quantities. In case of contracted quantities are reduced/deleted by the Corporation no compensation whatsoever will be payable by the Corporation for such reduction.

8.0 TERMINATION OF CONTRACT:

The Corporation may terminate the contract at any time within its discretion, without assigning any reason thereof by giving 30 days notice (Thirty days Notice) and without any liability to pay any compensation whatsoever.

9.0 CONTRACTOR TO BE FULLY RESPONSIBLE IN CASE OF ACCIDENTS:

The entire responsibility on account of any accident or damage or personal injury which may occur to any of the contractor's vehicles/ equipments or his employees or any outside party shall be exclusively that of the contractor and no claim whatsoever will be entertained by the Corporation on this account. The contractor has to observe all the related rules, regulations as per Mines Act and thereof. Any accident/loss due to deviation from these rules and regulations will be contractor's responsibility.

10.0 INSPECTION:

The contractor shall provide the authorized representative of the corporation every facility for entering in and upon any portion of the work area at all hours for purpose of inspection of work or for any other purpose and shall provide all assistance which may include labour, materials, tools and tackles, ladders, pumps, appliances of every kind required for the purpose of aforesaid, free of cost and the Corporation representatives shall at all times have access to every part of the work spot and to the all places materials for work stores or are being prepared.

11.0 NOTICE:

11.1 All notices, communications, references and complaints of the contractor addressed to the General Manager of the Unit of the Corporation or to any Official of the Corporation concerning the work, shall be in writing only.

11.2 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 should be conclusive to the contractor having been duly informed.

12.0 CONTRACTOR NOT TO SELL ETC. ANY MATERIAL WITHOUT PERMISSION:

12.1 The contractor shall not sell or otherwise dispose off or remove clandestinely any stone, clay blast, earthing or other material or substances which may be obtained from any excavation made in or upon the site and all such substances, materials or produce shall be and shall continue to be the property of the Corporation.

12.2 All Gold, Silver, Oil and other materials of any description and all precious stone, coins, treasures, relics, antiques and all other similar things which may be found in or upon the site shall not be removed or appropriated by the contractor in any way and it shall be his to preserve the same to the satisfaction of the Corporation and shall from time to time deliver the same to such person or persons as the Corporation may appoint to receive the same.

13.0 CLAIMS FOR COMPENSATION:

Under no circumstances, whatsoever, shall the contractor be entitled to any compensation from the Corporation on any account nor will the Corporation entertain any claim for compensation except for the work done under this contract.

14.0 JURISDICTION:

It is hereby agreed by the parties either to that only courts at Diphu, Karbi Anglong shall have the jurisdiction to decide or adjudicate upon any disputes, which may arise out of or be in connection with this agreement.

15.0 SCOPE OF WORK:

The scope of work involves providing of heavy earth moving machineries on hire/lease for systematic developments in & around 'N' Block at Dillai Parbat Limestone Mines, Bokajan Cement Factory by Blast hole Drilling, Excavation, Loading and transportation of 2 x 2.34 lakh MT (\pm 20% variation) of Rock rejects (Overburden) to the dumpsite and 2 x 1.17 Lakh MT (\pm 20% variation) Limestone to the Crusher hopper and unloading there, after weighing at the Corporation/ Contractor Electronic weighbridge. The scope of the works further includes Dozing of mines face, dumpsite or any other area required to be dozed off for systematic work and sprinkling of water at working site, on haul road, Road up to Crusher through weighbridge and dump area for dust suppression. The quantity 2 x 2.34 lakh MT Rock Rejects and 2 x 1.17 Lakh MT Limestone may be from in & around 'N' Block depending upon the situation/ circumstances and as directed by the site in-charge during the entire period of contract.

Blasting will be done by CCI on chargeable basis from Contractor against @Rs0.20/-per MT raising of Overburden and Limestone from mining pit / face in a month or part thereof. Further if necessary Blasting service charges may be decided by Mining Deptt. with consultation with Finance Deptt., Bokajan to be approved by General Manager.

The Corporation at its own cost will carry out blasting operation including manpower, transportation of explosives as per statute.

The work involves major operation of drilling, loading and transportation of Limestone. The drilling operations are required to be done by Contractor engaging his own machinery. The area for drilling, operations, drilling, parameter, selection of bench for drilling shall be decided by the Mines Manager or his representative as per the quality requirement of Limestone for the Plant. Contractor shall have no right of choice for change of the Bench or the drilling area on the bench and drilling parameter Drilling operation shall be done by complete wet drilling system as per DGMS circular. Every time contractor shall have one drilling face ready in advance drilled.

Before the award of contract the contractor shall submit the comprehensive scheme of Mining for the entire contract period consisting:

- List of manpower deployed
- Programme to work in the rainy season
- Maintenance of haul road during Monsoon season
- Preparation of pre monsoon/rainy season
- Details of specific programme of their maintenance of HEMM as per DGMS circular etc. and
- Risk management etc. and get it approved from the Mining Department.

16.0 THE CONTRACTOR IS BOUND TO FOLLOW THE MINES ACT 1952 AND ITS RULES & REGULATIONS APPLICABLE FROM TIME TO TIME. FURTHER ALL LABOUR RELATED ACTS, RULES AND REGULATIONS HAVE TO BE OBSERVED BY THE CONTRACTOR HIMSELF :

- 16.1 In case the contractor or his employee is found to be engaged in any type of militant activities and / or forms cartel/union, the Corporation reserves the right to terminate his contract without assigning any reason whatsoever.
- 16.2 Daily checking of brakes, steering, horns etc. of the equipments should be ensured by the contractor and the record of daily checking of each equipment shall be maintained in a bound paged register separately. The contractor shall ensure daily submission of these registers to the Corporation engineer/ shift in-charge for checking. No equipment having any defect should be deployed in the mine.
- 16.3 All the dumpers/tippers deployed in the mine should have Audio-Visual alarm of specifications approved by DGMS authorities.
- 16.4 Only experienced persons possessing heavy duty vehicle driving licence should be deployed to operate the equipments. Person, not possessing Heavy duty vehicle driving licence shall not be allowed to start the equipment even for cleaning, greasing and maintenance etc.
- 16.5 No person shall be allowed to enter the mine area after taking any type of intoxicant.
- 16.6 While handling material at mines, contractor's supervisors should have minimum qualification of Mines Foreman / Mining Mate Certificate holder from authorized agency, Directorate General of Mines Safety (DGMS). Minimum One (01) number of qualified person should be present at work site for all types of work, all the time of Mines operation. He should perform Mining works strictly as per instructions of Corporation's representative.
- 16.7 While loading operations are carried out, no person should be allowed to be present within the swinging radius of the excavator.

17.0 The contractor or his authorized representative is required to be present at work site and to work under the supervision of Corporation's authorized representatives.

18.0 QUANTITY:

The quantity of overburden to be loaded and transported is 2 x 2.34 lakh MT (\pm 20% variation) of Rock-Rejects and 2 x 1.17 Lakh MT (\pm 20% variation) Limestone.

Sl. No.	Description of work	Quantity	Remarks
1.	Drilling, Loading & Transportation of Rock Rejects after weighing at N Block weighbridge up to 1.5 KM distance in & around N Block.	2 x 2.34 lakh MT (\pm 20% variation)	Monthly quantity as per discretion of Mining Deptt. Clause No. 20
2.	Drilling, Loading & Transportation of Limestone after weighing at N Block weighbridge up to 4.0 KM distance in & around N Block.	2 x 1.17 lakh MT (\pm 20% variation)	Monthly quantity as per discretion of Mining Deptt. Clause No. 20

19.0 EQUIPMENT REQUIREMENT:

- 19.1 The loading equipments to be used by the contractor should be hydraulic Excavators, which are in good running condition and safe in operation to Load/ Excavate the blasted materials in the tippers engaged by the contractor.
- 19.2 The Transport Equipments should be rear dump trucks/ tippers of 10 to 15 tonnes capacity in good running conditions.
- 19.3 Contractor should deploy at least 4'' dia drill with matching compressor in good working condition.
- 19.4 Adequate capacity Electronic/Computerized weighbridge.

20.0 MONTHLY SCHEDULE:

The monthly schedule will be intimated to the site in-charge of the contractor before first day of every month as per requirement. Any short fall in the quantity shall call for penalty as per clause of Special Terms & Conditions given below (As Clause No. 23).

21.0 EARNEST MONEY DEPOSIT:-

EMD for this tender is Rs. 2,00,000 (Rupees Two Lakh) only to be submitted as per Clause of General Terms and Conditions.

22.0 SECURITY DEPOSIT:-

- (a). Successful tender(s) shall have to furnish a Security Deposit (SD) equivalent to @5% (five percent) value of the order calculated on total value of order i.e. basic price plus taxes duties by way of demand draft / bank guarantee from any nationalized bank (in CCI's format) / 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 Bokajan Cement Factory.
- (b). Security Deposit shall be released within three months after completion of supplies and acceptance of material by CCI Bokajan.
- (c). The security deposit will not bear any interest.
- (d). Further additional Security Deposit shall be deducted from the contractor's bill as follows:
 - a. 10% on first Rs. 5.0 Lakhs from contractor's bill.
 - b. 7.5% on next Rs. 5.0 Lakhs from contractor's bill.
 - c. 5% on balance payable subject to a maximum of total of Rs. 5.0 Lakhs including adjustment of EMD to Security Deposit.

23.0 PENALTY:

- 23.1 Penalty will be levied on the contractor in case he fails to carry out the 80% of targeted quantity in a month @ Rs. 2/- (Rupees Two) only per Metric Tonne for both limestone and overburden. However, he should be having option of making good shortfall of the month in the subsequent months. However, party has to achieve 100% of the targeted quantity within the quarter.
- 23.2 No penalty will be imposed if the reasons for shortfall are beyond the control of the contractor or attributable to the Corporation. The decision of the Corporation in this regard shall be final and will be a binding on the contractor. However, the contractor has to submit the documentary evidence of this effect from concerned authority.
- 23.3 If the contractor fails to complete the job within the specified period and extension given to the contractor, penalty shall not be imposed during the extension period for a quantity to which the contractor has paid penalty once.

- 24.0 Contractor should deploy minimum following numbers of equipments in operation in good running conditions during the entire period of working or during extended period failing which works shall be liable to be stopped and loss to the Corporation due to above reasons shall entirely be on contractors account:**

Sl. No.	Equipments	Capacity	Nos.
01	Hydraulic Excavators	1.0 to 2.0 Cum	03
02	Tippers	Above 10 Tonnes	10
03	Dozer/JCB	Heavy Duty	01
04	Drill machine	4'' dia	01
05	Matching Compressor for above drill machine	365 cfm or more	01
06	Water tanker	6 KL to 9KL	01
07	Electronic/Computerized weighbridge	Adequate Capacity	01

During the execution of work, the contractor shall at his own cost provides adequate material for proper execution of the work and ensure the stability & safety of all the structures.

Both contractors (70% quantity & 30% quantity) as per clause no. 27.0 has to maintain adequate equipments of Sl no.1 & 2 as per requirement/instruction of CCI official, for sl no. 3 to sl no. 7 each party has to maintain equipments as per clause no. 24.0

25.0 WEIGHMENT AND PAYMENT:

- 25.1 Before transportation of Overburden to the dumpsite and Limestone to crusher hopper from in & around N Block, it is to be weighed at the Contractor's Electronic/Computerized ('N' Block) weighbridge to be located in the mines or it is to be weighed at the Corporation weighbridge as per direction of CCI representative as and when required. All the payment shall be made on the basis of weighbridge measurement records only duly certified by Head of Mining department or by the person authorized by him at the end of the month with bill and MB record.
- 25.2 The successful tenderer shall operate & maintain 1 nos. of CCI weighbridge along with all associated and other installations at his cost, risk & responsibilities for weighment as per requirement. The Weighbridges shall be handed over to the successful tenderer with the existing systems in working condition for operation (rehandling work). In case the successful tenderer feels the need to change any of the items with their resources while operation, the changes/cost of the same will have to be borne by the successful tenderer without any degradation of the performance / weighment of the Weighbridges including its compatibility with the existing system. The Weighbridges shall be handed over by the successful tenderer in working condition after completion/commencement of work to CCI representative.
- 25.3 CCI will calibrate, test and present the CCI weighbridge to the Weights and Measures Department for necessary stamping & verification.

26.0 SUBMISSION OF BILLS:

Two copies of monthly bills bearing printed Goods & Service Tax (PAN based), in all respects supported by copies of challans shall be submitted to H.O.D. (Mines) for payment. Mining Deptt. will check the claim of contractor recorded in MB and forwarded the bill to Finance Deptt. with certification of quantities. Payment will be made by cheque within 15 days from the date of receipt of Bill at Finance Department subject to further checking of the bill.

Payment Authority : - H.O.D. (Finance), C.C.I., BOKAJAN CEMENT FACTORY.

27.0 SPLITTING OF QUANTITY / ORDER:

CCI reserves the right to split the tendered quantity and give order to more than one tenderer at CCI's discretion at same rate. The splitting shall be done in the ratio 70:30, between L1 & L2 if L2 tenderer matches the rate to L1 rate. In the case L2 do not match the rate of L1 the option will be given to L3 & L4 etc. and so on. However, if L2/L3/L4----do not match the rate to L1 the full quantity will be awarded to L1 Party.

The contract shall be for a period of Twenty (24) months from the date of issue of letter of intent/work order. However, the Corporation reserves to extend it further for a period of Twelve (12) months on the same rate, terms and conditions, if the performance is found satisfactory after mutual consent of contractor.

28.0 The tenderers are required to submit list of equipment with proof of ownership/ partnership along with the techno-commercial bid.

29.0 The tenderers are required to submit their credentials in the Mining activities, work experience and copies of work order execution along with techno-commercial bid.

30.0 The Corporation reserves right to deploy any equipment in day-to-day basis at risk and cost of the contractor to fulfil the targeted quantity of the contract.

31.0 CCI reserves the right to short close the contract at any stage without assigning any reason thereof. However, CCI shall give one month's notice for the same. No compensation on any account shall be paid by CCI in the event of short closure of the contract.

32.0 EXTENSION OF PERIOD OF COMPLETION:

32.1 When there is a written request of the contractor for extension of the period of completion of work/quantities and if in the opinion of the Corporation, the quantities could not be Executed due to the reasons beyond the control of the contractor which fairly entitled the Contractor to an extension of time, the Corporation in its absolute discretion may consider the grant of extension of time for completion of the quantities/work, but no compensation will be paid to the contractor on this account.

32.2 In case CCI desires to increase + 20% quantity, the Contractor will be given proportionate additional time.

32.3 CCI Reserves the right for issuing Repeat order for additional one year (with proportionate quantity) in the same rate, terms and condition of Original Order.

33.0 FORMULA FOR PRICE ESCALATION/DE-ESCALATION ON DIESEL COST WILL BE AS UNDER:

33.1 The period of contract is for two years from the date of issue of LOI initially and the contract is extendable for another period of one year. The escalation/de-escalation on the contract rate due to change in price of Diesel on completion of each year shall be applicable as per the formula given hereunder at clause 33.2.

33.2 Assuming Diesel price at the time of issue of LOI = ₹ 60.00/litre
Assuming Diesel price after completion of one year = ₹ 70.00/ litre
Percentage hike in the diesel rate = $\frac{(70-60) \times 100}{60} = 16.67\%$

Calculation for price escalation/de-escalation per MT = $\frac{100 \times 30 \times 16.67}{100 \times 100}$
= 5.0% of total contract value per MT

For price escalation/ de-escalation calculation, the diesel price of normal diesel of same company (HP/IOC) of the same locality on the date of issue of LOI & on the date of completion of each year should be considered.

34.0 GST if applicable on work contract shall be reimbursed on actual and after verification of GST registration of the successful contractor on proof of payment of the same to appropriate authority. The party must be registered with GST for the subject nature of work and submit a copy of registration numbers. The successful tenderer should ensure that the GST amount paid to him by CCI against his GST bill, are being paid to the Government in time every month, so that CCI can avail the input credit. GST amount of the bills will be reimbursed to party after the same payment done by him to Government and upload the invoice in GST Portal.

35.0 SPECIAL CLAUSE AS PER THE GUIDELINES ISSUED BY DGMS :

The contractor will require to follow the directions & guidelines issued by DGMS as per the Recommendations of 11th conferences on Safety in Mines. The detailed recommendations are available in CCI Mines office as well as in the website of DGMS. The relevant clauses of the same are given below: -

I	CCI will provide a written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them.
II	CCI will provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
III	The Contractor will ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner.
IV	Contractor will ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring the compliance all safety laws by the sub or sub- subcontractors.
V	All persons deployed by the contractor for working in mine must undergo vocational training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of VT &IME.
VI	Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. If contractor is unable to provide, owner, agent and manager of the mine shall provide the same.

VII	The contractor shall submit to DGMS returns indicating -Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons. The return shall be submitted quarterly (by 10th of April, July, October and January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
VIII	The contractor shall extend all benefits including medical facilities and payment of wages to contractor's worker receiving injury whilst on duty.
IX	Medical facilities shall be extended to contractor workers.
X	The contractor shall not employ or terminate his worker without the knowledge of the mine management.
XI	Payment to contractor's workers including leave with wages shall be made through Bank.
XII	<p>Safety Features in HEMMs</p> <ul style="list-style-type: none"> (i) Audio-Visual Alarm <ul style="list-style-type: none"> ✓ The sound level of AVA should be at least 5 to 20% higher than the ambient noise level; and ✓ The audio frequency and its amplitude band should be increasing and uniquely heard to keep persons alert in the blind zone during reversal. ✓ AVA should be of IP 67 compliance. (ii) Long or Extended Hours of driving beyond 8 continuous hours with a rest interval of half an hour after four hours of continuous operation, shall not be permitted. (iii) Operator's Seat in the Vehicle/HEMMs should be ergonomically designed to have adequate comforts while driving continuously.
XIII	<p>Ensure that contractor's arrangements for health and safety management are consistent with those for the mine owner. All the rules, regulations and bye-laws as applicable to the mine owner are also applicable to the contractor. Details of the contractor's workmen should be maintained in the owners Form-A register.</p> <p>Whereas as B,C,D,E registers for contractor men may be maintained independently by the owner and shall be kept in the mine office of the manager.</p>
XIV	Ensure that contractors are familiar with the relevant parts of the statutes, health and safety management system and are provided with copies of such documents prior to commencing work.
XV	CCI will Monitor all activities of the contractors to ensure that contractors are complying with all the requirements of statute and the system related to safety. If found non-compliance of safety laws CCI will direct the contractors to take action to comply with the requirements and for non-compliance of any such law/order for more than a period of 15 days, a penalty of Rs.100/- per additional week will be imposed & will be recovered from the contractor's bills/dues.
XVI	Where a risk to health or safety of a person arises because of a non-compliance of the recommendations of 10th & 11th conference, the Corporation may ask the contractor to cease work until the non-compliance is corrected.
XVII	Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor.
XVIII	This NIT can be modified at any time to fulfil the requirements of statute/circulars issued by DGMS from time to time subsequent to the finalization of NIT also.

36.0 COMPLIANCE OF RULES & REGULATIONS:-

All the laws, rules and regulations made there under or any orders or directives of any local authority in regard to the operation of mines will have to be followed by the contractor and he shall be liable to pay and indemnify the Corporation against any fee, penalty or charges paid by the Corporation under any laws, rules, regulations etc. In their own interest, tenderers are advised to be fully conversant with the following:

1. Metalliferous Mines Regulations 1961.
2. Mines Act, 1952.
3. Mines Rules, 1955.
4. Mineral conservation and Development Rules, 1988.
5. Motor Vehicle Act & Rules framed there under.
6. Workmen compensation Act, 1933 and rules made there under.
7. Contract labour (R&A) Act, 1970 and Rules made there under.
8. Mines Vocational Training Rules, 1966.
9. Payment of Wages Act, 1936 & Minimum Wages Act 1948.
10. Employees Liability Act, 1938, Employee Provident Fund Act, Bonus and Gratuity Act.
11. Factory Act & Rules framed there under.
12. Industrial dispute Act.

All the statutory records/registers, payment sheets in respect of payment of wages, payment of leave with wages, wages for paid holidays, payment of compensation for injuries and any other record and registers informed by our Time office, are to be maintained by the contractor.

If at any time the Corporation is required to make any payment/ claims/ compensation by virtue of any of the above acts etc., such payment shall be deemed to have been made on contractor's behalf and therefore the same shall be recovered by the Corporation from the contractor from his running bills or from any sum due to the contractor on any account from the Corporation.

Safety equipments as per provisions of Metalliferous Mines Regulations 1961 and orders issued there under including various circulars issued by the Director General of Mines Safety shall be provided by the Contractor to his employees. Contractor should provide safety shoe helmet etc. to his employees. If the contractor fails to provide the safety equipments, the Corporation may be provided the same on his behalf and the cost of the same shall be recovered by the Corporation from time the contractor from his running bills or otherwise.

The contractor will abide by all the provisions of the contract labour (Regulation & Abolition) Act and Rules made there under and indemnify the Corporation against any penal provisions under the aforesaid act etc. He shall also get himself registered with the competent authority and obtain a license for such work.

The contractor shall observe all the rules/regulations of the Central and State Govt. and the local authorities as relating to that work and shall pay all taxes (road taxes, passenger, goods tax, toll tax, service tax, entry tax, goods and service tax etc.) as levied by the authorities. If any breach of the said rules/regulations/orders is committed by him, he shall be solely responsible for the same.

All persons employed by the contractor including drivers and cleaners of the trucks, tailors, machinery operators etc., shall be instructed by the contractor to observe strictly all the safety regulations prescribed, either generally or by CCI, whilst they are in the premises of the Factory/Mines or the colony or on road and if any person commits breach of any of the regulations, it shall be open to the Corporation to disqualify the person from entering the precincts of the factory/mines or the colony. The contractor shall be bound to comply with such instructions forthwith.

The contractor shall abide by the contract labour (Regulation and Abolition) Act, 1970 and shall keep the Corporation indemnified and harmless against costs and consequences of his non-compliance.

If any damage is caused to any property or injury is caused to or the death occurs of any person in the precinct of the Factory/Mines or the colony or anywhere else due to any act of any person employed by the contractor or through any machinery or active ties, the contractor will be liable for damages/compensation in respect thereof and shall indemnify the Corporation and keep the Corporation indemnified against any losses, damages, costs, charges, expenses and all liability of whatever nature and kind which the Corporation may incur, sustain suffer or be put in consequence or by any reason of such damages, injury or loss of life.

If any damages are caused to any of the contractor's vehicles/ belongs/ equipments/ machinery/ materials/ establishment etc. or any injury is caused to or death occurs of any person employed by him in connection with the performance of this contract, due to negligence of any person employed by him for otherwise, the Corporation shall not be liable for damages or compensation in respect thereof under the workmen's compensation Act or otherwise.

The contractor will comply all statutory requirements including but not limited to PF & ESIC etc. for the personnel employed by him.

I have accepted the above terms and conditions.

SIGNATURE OF TENDERER

Place :

Date :

NAME :

ADDRESS:

OFFICE SEAL:



Cement Corporation of India Limited
(A Govt. of India Enterprise)
Bokajan Cement Factory
Distt. : Karbi Anglong, Assam-782 490
(An ISO 9001:2015 Certified Company)
CIN : U74899DL1965GOI004322

Phone No. : 03675 – 246106/246109, Fax No. : 03675-246107
E-mail ID: bokajancementmines@gmail.com & bokajancement@gmail.com

ANNEXURE–XII

Tender No. : BKJ/Q/OB-LS/N-Block/2022-23/02

Dated:

PRICE – BID

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Sub. : Drilling, Loading & Transportation for removal of overburden (2 x 2.34 Lakh MT ± 20%) to the dump site & Limestone (2 x 1.17 Lakh MT ± 20%) from Loading point to Crusher Hopper at Dillai Parbat Limestone Mines within 24 months.

Sl. No.	Description of Works	Qty	Quoted Rate (Rs./MT)	
			In Figures	In Words
1.	Loading and transportation of Overburden after weighing at “N” Block Electronic Computerized weighbridge from in & around “N” Block up to 1.5 KM distance (with other associated activity).	2 x2,34,000MT (+) 20 %	Rs.	Rs.
2.	Loading and transportation of Limestone after weighing at “N” Block Electronic Computerized weighbridge from in & around “N” Block up to 4.0 KM distance (with other associated activity)	2 x1,17,000MT (+) 20 %	Rs.	Rs.
3.	Charges of extra lead per KM per MT		Rs.	Rs.
4.	Rehandling of Limestone from Stockyard to Crusher Hopper within 500mtr. Per MT.	2 x52,650MT (+) 20 %	Rs.	Rs.

Party shall give breakup rate per MT for separate operation as given below :

Sl. No.	Description of work	Overburden (Rs.)	Limestone (Rs.)	Rehandling (Rs.)
01.	Loading			
02.	Transportation			
03.	Drilling			
04.	Dozing			
05.	Water Sprinkling			

- N.B.:-
1. The party who have quoted lowest rate in totality will be considered for the award of work.
 2. The bidder may not add GST liability in the quoted rates, GST if applicable will be reimbursed by Corporation on avail of ITC as per applicable GST rules.

SIGNATURE OF TENDERER

PLACE :
DATE :

ADDRESS & SEAL
