

Cement Corporation of India Limited Rajban Cement Factory

(A Govt. of India Enterprises - ISO 9001:2015 Certified) Rajban, Tehsil: Paonta Sahib (HP)-173029

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NIT No: RJO/PROD/FLY ASH/DIFFERENT SOURCE/2023-24 Dated: 27.12.2023

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

Online electronic bids through Electronic Tendering System (ETS) on CPP Portal in Two bid system are inviting the Tenderers to participate in the E- tender for the contract for loading transportation of Pond ash/Dry fly ash from different sources to Rajban Cement Factory by Road.

E-TENDER NO.	RJO/PROD/FLY ASH/DIFFERENT SOURCE/2023-24		
MODE OF TENDER	e-Procurement System (Online Part A - Techno- Commercial Bid and Part B - Price Bid) through www.etenders.gov.in,		
Date of NIT available to parties to download	27.12.2023 at 11:30 hours		
i) Earnest Money Deposit	Rs 200000/- to be paid through online mode only with Debit Card, Credit Card & NEFT/RTGS .SSI units registered with NSIC, MSME and Public Sector		
ii) Tender Fees :N.A	Undertakings are exempted from furnishing EMD only.		
iii) Transaction Fee :N.A			
Last date of submission of EMD, valid SSI/NSIC/MSME certificate and other documents required as per tender terms & conditions under covering letter(Annexure-1)	18.01.2024 at 14:30 hrs		
Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and Price Bid at	From 27.12.2023 at 11:45 hours Till 18.01.2024 at 14:30 hrs		
Date & time of opening of Part-A (i.e. Techno-	19.01.2024 at 15:00 hours		
Commercial Bid) Part-B Price Bid: Date of opening of Part-B	To be communicated separately		

Sub: E- tender for the contract for loading transportation of Pond ash/Dry fly ash from different sources to Rajban Cement Factory by Road.

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General terms and condition are available on www.cciltd.in → tenders → General Terms and conditions (GTC) to be read and declaration to be submitted as annexure 9.

The tender documents comprise of following:-

Annexure-9	On letter head of contractor duly sealed and signed		
Annexure- 2	Integrity pact duly sealed and signed		
Annexure-V	Part-III- Special terms & conditions		
Annexure VI	Price Bid (Price schedule)		
Eligibility criteria	Transporter should have GST no and PAN card		
	b) The supplier should possess vehicles in good running condition for which necessary documentary evidences such as photo copies of the RC books and Regn. No. of the vehicles may be furnished along with the techno-commercial bid of the tender. In case the vehicles are hired, the certificates from the concerned authority/company from whom the vehicles are hired indicating the period of hiring along with Regn. No. and RC books of the vehicles may be furnished.		

DECLARATION LETTER OF HAVING READ AND UNDERSTOOD THE GTCTO BE UPLOADED DULLY FILLED, SIGNED AND STAMPED

Ref. No. of bidder:		Date.:
We/I have read the Part – I Conditions) Available on tender Conditions) & Part- IV (Technic have understood them completerms and conditions of the Therefore the Part I, II, III, IV the complete tender document tender documents shall be contact.	er portal of www.cci.ltd.in and ical Specifications) of NIT No. etely and accept. Our offer is tender including all corriger and Corrigendum / Addendust. In the event of award of co	Part- III (Special Terms ∧ s in confirmation to all the ndum/ addendum, if any. Im, if any, shall constitute entract to us, the complete
We/I also confirm that no tall understand that any tampering Action for disqualification in pa	g of tender documents will le	ad to rejection of our bid/
We/I hereby declare that We/in any of the departments of Bodies. We/I certify that the incorrect and if at any stage the liable to be terminated/rescing Corporation for damages. We tender documents.	Govt./Semi Govt./Public Sect nformation given by us/me in ne same is found to be inco nded and action may be tak	or Undertaking and Local the tender documents is rrect, the contract will be en against us/me by the
We/I also understand that in contract is done by us / me, ac of show cause notice, and app	ction for debarring can be take	en against us / me by way
Date:		Yours faithfully,
Signature of Tenderer:		
Designation:		
Seal of the Company /Firm:		

INTEGRITY PACT

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

Preamble:

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

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

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

The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly; for purpose s of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any, Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers' shall be disclosed by the bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in 'Indian Rupees only.
- e)The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract
- f) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- g) Bidder(s)/Contractor(s) signing IP shall not approach the court while representing the matters to IEMs and he/she will await their decision in the matter.
- h) In case of a joint venture, all the partners of the joint ventures to signed the IP
- i) Any violation of Integrity Pact would entail disqualification of the Bidders and exclusion from future business dealings, as per the existing Provision of GFR, 2017, PC act, 1988 and other Financial Rules/Guidelines etc. as may be applicable to the origination concerned.
- j) In the event of any dispute between the management and the contractor relating to those contracts where integrity pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required the Organizations may adopt any mediation rule for this purpose. In case, the dispute remains unresolved even after mediation by the panel Of IEMs, the organizations may take further action as per the terms & Conditions of the contract.

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

- (1) If the Bidders(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed for such reason.
- (2) If the Bidder/Contractor has committed a serious transgression through a violation of sector-2 such as to put his reliability or credibility into question, the principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors with the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (3) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
- (4) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 - Compensation for Damages :

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal MM entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 -Previous transgression:

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

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

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors the commitment consistent with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section-7- Criminal charges against violating bidder(s)/Contactor(s)/Subcontractors:

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

Section 8 -Independent External Monitor/Monitors :

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

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

Section 9 — Pact duration :

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

Section 10 — Other provisions:

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

Place Date	
Witness 1 : (Name & Address)	Witness 2 : (Name & Address)

CEMENT CORPORATION OF INDIA LIMITED (A Govt. of India Enterprise)

Part -III Special Terms & Conditions

Sub: E- tender for the contract for loading transportation of Pond ash/Dry fly ash from different sources to Rajban Cement Factory by Road.

In addition to the general terms and conditions of the tender viz part-I & part-II, the following special terms and conditions will also apply to the contract. The terms & conditions if contradictory to any one given in part-I & part-II the special terms and conditions of part III shall prevail upon such conditions.

1.0 SCOPE OF WORK:-

- 1.1 The contractor shall undertake loading, including proper liaison with the fly ash supplier) transportation of Pond ash/Dry fly ash as per instructions given by the concerned authority of Rajban Cement Factory.
- 1.2 The contractor shall provide bulkers /trucks as per delivery schedule/ instructions by production department for Pond ash / Dry fly ash
- 1.3 The loading of Pond/ dry fly ash is to be done at DCRTPP, HPGCL Yamunanagar or Thermal power plant at Rajpura (Pb) or thermal power plant /NFL at Panipat and transportation to CCI Rajban Cement Factory. CCI Rajban, Distt. Sirmour (H.P.), after loading at loading site weighment of bulkers at CCI Ltd Rajban will be carried out; lower of two the weight recorded will be taken for the payment purpose.
- 1.4 Unloading at CCI Rajban will be done by CCI.
- 1.5 No transshipment shall be done en-route, except in case of any break down for which transporter has to take specific permission from CCI authorities.
- 1.6 Any damage due to the supplier/contractor or his vehicles/trucks/tippers at loading and unloading point will be the liability of contractor and the claimed amount will be recovered from the bills of the contractor as claimed by HPGCL Yamunanagar / Panipat, Thermal plant at Rajpura (Pb) and CCI Ltd, Rajban.

2.0 **ELIGIBILITY CRITERIA:**

- a) Transporter should have GST no and PAN card
- b) The supplier should possess vehicles in good running condition for which necessary documentary evidences such as photo copies of the RC books and Regn. No. of the vehicles may be furnished along with the technocommercial bid of the tender. In case the vehicles are hired, the certificates from the concerned authority/ company from whom the vehicles are hired indicating the period of hiring along with Regn. No. and RC books of the vehicles may be furnished.
- 3.0 **EMD**:- Rs. 2,00,000/- (Rupees two lakhs only) to be paid through online mode only with Debit Card, Credit Card & NEFT/RTGS .SSI units registered with

NSIC, MSME and Public Sector Undertakings are exempted from furnishing EMD only.

4.0 **COST OF THE MATERIAL**:

Cost of fly ash shall be borne by CCI for pond ash as well as dry fly ash.

5.0 **QUANTITY:-**

- 5.1 The approx. quantity of Pond ash /Dry fly ash to be transported is 15000 MT±20% from Yamunanagar and 10000MT±20% from Rajpura (Pb) and 5000MT±20% from Panipat However, the corporation reserves the right to divide the quantities 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 tenderers 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 divided 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.
- 5.2 The quantity may vary $\pm 20\%$.
- 5.3 The corporation reserves the right to supply & transport the Pond ash /dry fly ash in the truck/tanker/ containers owned/hired by CCI, if deemed necessary or to arrange other means of transport in case of urgency shall be the sole discretion of CCIL. The corporation reserves its right to carry the supply/ transport through other agency /contractor on the risk and cost of the supplier.

6.0 **QUALITY:**-

- a) Moisture for dry fly ash maximum 1.0%
- b) If the moisture found more than specified, payment will be deducted on prorate basis on landed cost of material.
- c) Maximum moisture for pond ash should be ≤ 20%

7.0 **RATES:-**

- 7.1 The rates should be quoted on per MT basis after considering the scope given under clause no.1.0 (scope of work) and inclusive of all taxes, duties and other levies such as toll taxes, AGT etc. applicable en-route expenses up to Rajban cement factory except GST on the transportation of material. The rate quoted shall remain firm during the contract period or extension thereof. No revision in the rate on what so ever account may it be, shall be allowed.
- 7.2 The rates should be quoted for above scope of work (clause -1) of the part III– Special terms and conditions for the transportation of dry fly ash from DCRTPP, HPGCL Yamunanagar, Panipat and Rajpura to Rajban cement Factory on per MT basis showing separate
- 7.3 No detention or statistical charges shall be paid by the corporation.
- 7.4 The rates quoted shall remain firm for a period of one year & also for the extended period of contract, if any during the contract period.
- 7.5 No escalation/de-escalation shall be admissible in any case whatsoever, except in the event of price variation of diesel. In case of variation of diesel price, for every 10 paise per liter variation, from the last date of submission of tender, 0.33 paise per km / MT shall be varied in rate as per following formula

[0.33 paisa per km per MT* distance in KM*variation in diesel rate (Rs./ltr) /10paisa/ltr]

The distance will be taken 71 Km for yamunanagar only one-way for this purpose and for Rajpura 148KM and Panipat 168KM

8.0 **PENALTY:-**.

- 8.1 The contractor shall ensure that the material is delivered within a maximum period of one day (24 hours) from the date of loading / taking delivery. In case of any delay, the penalty @ Rs.10/- per MT will be levied from the contractors' bill.
- 8.2 The supplier is required to place sufficient no. of trucks for transportation of fly ash as per the delivery schedule / instructions given by CCI Rajban Production department. For the short supply against delivery schedule will be levied LD @5% of the value of short supply subject to availability of pond ash in pits, particularly in rainy season.
- 8.3 If the moisture found more than specified prorate deduction will be made on landed cost of material.

9.0 SUBMISSION OF BILLS

- 9.1 The contractor shall submit fortnightly bills, complete in all respects supported by copies of the delivery receipt for the payment of their bills by the Rajban Cement Factory.
- 9.2 No bill will be entertained unless the contractor submits acknowledgement of the material delivered signed by the consignees in respect of each and every consignment, duly indicating the GP No. date of delivery and certifying that the material has been received in good condition and in full quantity.

10.0 **DURATION OF THE CONTRACT**:

The contract shall remain in force for a period of one year from the date of award of work order/ contract and the validity period shall be extended suitably to complete the outstanding/ balance quantity, if any against the indent/work order quantity. Repeat order may be placed on the same rates, quantity, terms and conditions on mutual consent.

11.0 PAYMENT TERMS AND PAYING AUTHORITY

- 11.1 Payment will be made within 15 days by RTGS/NEFT after receipt of material subject to submission of the relevant bills by the party along with the relevant documents after relevant deductions if any i.e. taxes as per Govt. rules.
- 11.2 Paying authority is HOD (Fin), CCI Rajban.

12.0 SECURITY DEPOSIT:-

Security deposit @ 5% of the value of the contract should be deposited within 15 days after award of LOI / Work order in the form of BG/DD/FDR from any Government/Nationalized bank. Security deposit of the contractor will be refunded within three month from the date of satisfactory completion of the contract.

13.0 E-way bill if required during transportation will be arranged by the contractor.

14.0 LABOUR LAWS:-

Contractor should follow all the safety and labour laws as applicable in the CCI Rajban & HPGCL DCRTPP Yamunanagar/ Panipat /Thermal Power Plant Rajpura premises. Any damage claim by HPGCL/CCI/power plant at Rajpura due to the transporter or his vehicle/trucks/tippers will be the liability of transporter.

15.0 SHORT CLOSURE OF THE CONTRACT:-

CCI reserves the right to short close the contract at any stage without assigning any reason thereof. However, CCI shall give 10 days' notice for the same. No compensation whatsoever on any account shall be paid by CCI in the event of short closure of the contract.

- 16.0 In case disinvestments takes place during the contract period, the contract shall stand terminated from that date. No claim or compensation will be entertained on this ground from contractor.
- 17.0 The "Public Procurement (preference to make in India) Order 2017" issued by Department of Industrial Policy and Promotion (now Department for Promotion of Industry and Internal Trade, DPIIT), Ministry of Commerce and Industry, Government of India vide No P-45021/2/2017-PP (B.E.-II) dated 15/06/2017, as amended from time to time and as applicable on the date of submission of tender, herein after referred as "PPPMII Order 2017" is applicable for participation in this tender. Accordingly, only those bidders eligible as per "PPP-MII Order 2017" shall be considered for this tender. The bidders may be submitted to upload relevant documents as per the "PPP-MII Order 2017" along with their bid to avail benefits of this Order.

HOD (Prod)

CEMENT CORPORATION OF INDIA LIMITED (A Govt. of India Enterprise) RAJBAN CEMENT FACTORY

Sub: Contract of Transportation of Pond ash /Dry fly ash from different sources to Rajban Cement Factory by Road.

PRICE BID

S.No	Description of work	Quantity	Туре	Rate Rs /MT
1	Loading into Trucks / bulkers, Transportation of Pond ash /Dry fly ash from DCRTPP, HPGCL Yamunanagar to Rajban Cement Factory including all taxes ,en-route	15000 MT	Pond ash	-
expenses as per scope of work clause-1 of Part III, Special terms and conditions	±-20%	Dry fly ash		
2	2 Loading into Trucks/ bulkers, Transportation of Pond ash/ Dry fly ash from Thermal Power Plant Rajpura (Pb) to Rajban Cement	10000 MT	Pond ash	
Factory including all taxes ,en-route expenses as per scope of work clause-1 of Part III, Special terms and conditions	±-20%	Dry fly ash		
3	Loading into Trucks / bulkers, Transportation of Pond ash/ Dry Fly ash from Thermal Power Plant Panipat to Rajban Cement Factory including all taxes ,en-route expenses as per scope of work clause-1 of Part III, Special terms and conditions	5000 MT ±20%	Pond ash	
			Dry fly ash	

- 1. GST as applicable will be additional.
- 2. The transportation charge is inclusive of loading/handling charges at the source.

Signature and seal of the Tenderer