



Cement Corporation of India Ltd.
(An ISO 9001 : 2008 certified Government of India Enterprise)
Rajban Cement Factory
Tehsil : Paonta Sahib, Distt. Sirmour (HP)- 173028

CIN - U74899DL1965GOI004322 PHONE: 01704-266227, FAX: 01704- 266270
E-mail: mines_rjo@ccilttd.in Website: www.ccilttd.in

NIT NO.: RCF/Mine/Survey/2024-25

Dated: 30.12.2023

NOTICE INVITINGE-TENDER (NIT)
(Only through e-procurement)

Online electronic bids through Electronic Tendering System (ETS) are invited from Experienced Contractors for E-Tenders are invited for Annual rate contract for quarterly Updating of all existing Plans & Sections digitally in form of Auto CAD & KML File, as well as in hard copy & soft copy /drawings 05 sets. as per MMR-1961 & amendment MCDR-2019 and required latest mining plan in respect of Manal Limestone Mine (lease hold area 172.3 hectares) for 02 year duration plus 01 year extension to take up the above work. The complete set of tender documents is available in the following websites: www.ccilttd.in, etenders.gov.in/eprocure/app on CPP Portal.

1	E-TENDER NO.	RCF/Mine/Survey/2024-25
2	Mode Of Tender	E-Tender System (Online Part A - Techno-Commercial Bid and Part B - Price Bid) through etenders.gov.in/eprocure/app . (CPP Portal).
3	Earnest Money Deposit	To be paid through online mode only with Debit Card, Credit Card & NEFT/RTGS. Conditions (Annexure-IV).SSI units registered with NSIC, MSME and Public Sector Undertakings are exempted from furnishing EMD only.
4	Tender Fees	Nil
5	Transaction Fee	Nil
6	Date of NIT available to the Parties to view/download from the websites	From 30.12.2023 at (16.00 hrs.)
7	Last date of submission of Queries by the Tenderers	Nil
8	Date of Site Visit by the tenderers willing to do so	04.01.2024 (10.00AM to 4.00PM)
9	Date & Venue of Pre-Bid Meeting with the tenderers	No
10	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)	13.01.2024(14.30 hrs.)
11	Date of Starting of e-Tender for submission of on-line Techno-Commercial Bid and Price Bid at https://etenders.gov.in/	From 30.12.2023 at 16.30 hrs. Till 13.01.2024 at 14.30 hrs
12	Date & time of opening of Part-A (i.e. Techno-Commercial Bid)	15.01.2024 at 15.00 hrs.
13	Date & time of opening of Part-B (i.e. Price Bid)	To be communicated separately to the tenderers who clear Part-A (i.e. Techno-Commercial Bid)

15	Validity of bids	120 days from the date of the techno- commercial bid opening.
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Offers are invited for the following work: -

NIT No.	Name & Description of the work	Quantity (MT)
RCF/Mine/Survey/ 2024-25	E-Tenders are invited for Annual rate contract for quarterly Updating of all existing Plans & Sections digitally in form of Auto CAD & KML File, as well as in hard copy & soft copy /drawings 05 sets. as per MMR-1961 & amendment MCDR-2019 and required latest mining plan in respect of Manal Limestone Mine (lease hold area 172.3 hectares) for 02 year duration plus 01 year extension	As per mentioned Special Terms & Conditions Part-III (Scope of work 1.1 to 1.8)

- (i) Only those tenders will be considered who fulfill the terms & conditions mentioned in the tender documents.
(ii) Only those tenders shall be considered who deposit the earnest money, tender cost and transaction fee by the due date.
(iii) The price- bid should be only as per CCI's price - bid format otherwise the tender is liable for rejection.
(iv) Any corrigendum in this regard will be published in CCI website only

List of Annexures

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	a) Contractor should have GST no and PAN card
	b) The contractor experience for survey work
	c) DGMS statutory certificate to work as Surveyor.

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)/Contractor(s)/Subcontractors:

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

Section 8 -Independent External Monitor/Monitors :

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, CCI.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all tender documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (4) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit 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) _____

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

Ref. No. of bidder:

Date:.....

We/I have read the Part – I (Instructions to tenderers), Part- II (General Terms & Conditions) Available on tender portal of www.ccilttd.in and Part- III (Special Terms & Conditions) & Part- IV (Technical Specifications) of NIT No.and have understood them completely and accept. Our offer is in confirmation to all the terms and conditions of the tender including all corrigendum/ addendum, if any. Therefore the Part I, II, III, IV and Corrigendum / Addendum, if any, shall constitute the complete tender document. In the event of award of contract to us, the complete tender documents shall be considered for constitution of contract agreement.

We/I also confirm that no tampering is done with original tender documents. We understand that any tampering of tender documents will lead to rejection of our bid/ Action for disqualification in participation of Tenders in CCI.

We/I hereby declare that We/I have not been debarred from tendering for contracts in any of the departments of Govt./Semi Govt./Public Sector Undertaking and Local Bodies. We/I certify that the information given by us/me in the tender documents is correct and if at any stage the same is found to be incorrect, the contract will be liable to be terminated/ rescinded and action may be taken against us/me by the Corporation for damages. We are/I am duly authorized / empowered to sign all the tender documents.

We/I also understand that in case of any wrong / mal practice / deviation / breach of contract is done by us / me, action for debarring can be taken against us / me by way of show cause notice, and appropriate action considering reply / no reply by us / me.

Yours faithfully,

Date:

Signature of Tenderer: _____

Name of the Signatory: _____

Designation: _____

Seal of the Company /Firm: _____

CEMENT CORPORATION OF INDIA LIMITED
(A GOVT, OF INDIA ENTERPRISE)
(AN ISO 9001-2015 & 50001:2018 Certified COMPANY)
PO: -RAJBAN CEMENT FACTORY, TEH.PAONTA SAHIB
DISTT. SIRMOUR (H.P.)
 GSTIN: 02AAACC0949BIZG
E-mail ID: minemanagercci@gmail.com

Website:- www.cciitd.in

TENDER NOTICE

NIT No.RCF/Mine/Survey/2024-25

Dt. 30.12.2023

e- tenders are invited in the prescribed form separately SUPERSCRIBING Tender No.& Name of work for the following works/items detailed below:

Tender No. & Scope of work	EMD by /DD	Last date of Submission of Tender	Date of opening of Techno-Commercial Bid.	Date of opening of Price bid
Annual rate contract for quarterly Updating of all existing Plans & Sections digitally in form of Auto CAD & KML File, as well as in hard copy & soft copy /drawings 05 sets. as per MMR-1961 & amendment MCDR-2019 and required latest mining plan in respect of Manal Limestone Mine (lease hold area 172.3 hectares) for 02 year duration plus 01 year extension.	Rs.6,000/-	13.01.2024 At 14.30 PM	14.01.2024 At 15.00 PM	To be communicated separately to the tenderers who clear Part-A (i.e. Techno-Commercial Bid)

The Tender documents can be downloaded directly from our CCI Website. The EMD may be paid on line or through DD in favour of **Cement Corporation of India Ltd.**, payable at **SBI Rajban Branch code: 3399**. Offers will be entertained only with EMD.

Tenders duly filled/completed in all respect along with, EMD etc. may be submitted by the date and time given above. CCI reserves the right to reject any or all the tenders without assigning any reason thereof.

HOD (MINING)

CEMENT CORPORATION OF INDIA LIMITED
(A GOVT, OF INDIA ENTERPRISE)
(AN ISO 9001-2015 & 50001:2018 Certified COMPANY)
PO: -RAJBAN CEMENT FACTORY, TEH.PAONTA SAHIB
DISTT. SIRMOUR (H.P.)

Tel No. 01704- 266205,266221,266227
 GSTIN: 02AAACC0949BIZG
 E-mail ID:- rajban@ccilttd.in

FAX: 01704-266270
 PAN: AAACC0949B
 Website:- www.ccilttd.in

No.RCF/Mine/survey/2023/24

Dated: _____

M/s. _____

SUB: e-Tender for Annual rate contract for quarterly Updating of all existing Plans & Sections digitally in form of Auto CAD & KML File, as well as in hard copy & soft copy /drawings 05 sets. /drawings as per MMR-1961 amendment MCDR-2019 as required by latest mining plan in respect of Manal Limestone Mine (lease hold area 172.3 hectares)

Dear Sir,

e-tender is apply online mode through gem in accordance with our terms and conditions of the tender as per the schedule given

***The price bid of only those tenderers will be opened who will clear the techno-commercial bids & will be qualified for price bid opening.**

- The EMD must be submitted along with the commercial and technical bid for a value of Rs.6,000/- (Rupees Six thousand only) on line or through DD in favour of Cement Corporation of India Ltd. Rajban and the payment proof/DD must not be enclosed with the price bid (refer clause of Part-II).
- The validity of the offer should be kept open for acceptance for 180 days from the date of opening of commercial and technical bid.
- The Price Bids should be submitted only as per CCI's price bid format Annexure-E otherwise the tender is liable for rejection.
- The tender documents comprise of following: -
 - Covering letter, which must be submitted by the tenderer duly signed.
 - Part-I Instructions to tenderer, Part-II General Terms & Conditions, Part-III Special terms and conditions, Part-III A Special Terms & Conditions duly signed by the tenderer on each page as a token of acceptance.
 - Annexure -A: Scope of work & Techno-commercial Bid duly signed.
 - Annexure-B & C duly signed.
 - Annexure-D (Price schedule) to be submitted duly filled.
 - DGMS statutory certificate to work as Surveyor.
 - Goods & Service Tax Registration number and PAN Card
 - Bank account No.(one cancelled cheque to be attached)

Please confirm your participation by return post.

Thanking You,

Yours faithfully,

FOR CEMENT CORPORATION OF INDIA LIMITED

HOD (MINING)

COVERING LETTER, WHICH MUST BE SUBMITTED BY THE TENDERER DULY FILLED IN AND SIGNED.

Ref: _____

Dated: _____

To

The HOD (MINING)
Cement Corporation of India Limited,
Rajban Cement Factory,
District Sirmour (H.P.)

SUB: e-Tender for Annual rate contract for quarterly Updating of all existing Plans & Sections digitally in form of Auto CAD & KML File, as well as in hard copy & soft copy /drawings 05 sets. /drawings as per MMR-1961 amendment MCDR-2019 as required by latest mining plan in respect of Manal Limestone Mine (lease hold area 172.3 hectares) for 02 year duration plus 01 year extension.

REF: Your Tender No. No. RCF/Mine/SURVEY/2023/24

Dear Sir,

With reference to your tender for the above work, we/I hereby submit our/my tender in online mode on Gem portal duly signed in a as per instructions in the tender documents. The required marking as per Clause 2(b) of Part-I indicating reference of tender has been done on all the envelopes.

- The following documents are enclosed with the commercial bids in one envelope super scribed "Commercial & Technical Bid": Covering letter, which must be submitted by the tenderer duly signed.
- Part-I Instructions to tenderer, Part-II General Terms & Conditions, Part-III Special terms and conditions , Part-III A Special Terms & Conditions duly signed by the tenderer on each page as a token of acceptance.
- Annexure –A: Scope of work & Techno-commercial Bid duly signed.
- Annexure-B & C duly signed..
- Annexure-D (Price schedule) to be submitted duly filled.
- DGMS statutory certificate to work as Surveyor.
- Goods & Service Tax Registration number and PAN Card
- Bank account No.(one cancelled cheque has been attached)
- EMD payment proof/DD
- Price Bid (Annexure-D)

We/I hereby declare that we/I have not debarred from tendering for contracts in any of the departments of Govt./Semi Govt./Public Sector Undertaking and Local bodies.

We/I certify that the information given by us/me in the tender documents is correct and if at any stage the same is found to be incorrect the contract will be liable to be terminated and action may be taken against/me by the Corporation for damages.

We are/I am duly authorized/empowered to sign all the tender documents.

We the partners of this firm confirm that no such other firm has participated in the instant bid in which we are common partners.

- Name of the Tenderer.....
- Full Postal Address.....
- Telegraphic Address.....
- Phone/Mobile No. Residence:..... Office.....
- E-Mail Address.....

Yours faithfully,

Signature of Tenderer

Witness (Name & Address)

1.....

2.....

CEMENT CORPORATION OF INDIA LIMITED

(A Govt. of India Enterprises)

Part-I**INSTRUCTIONS TO TENDERER**

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

**CEMENT CORPORATION OF INDIA LIMITED
PO RAJBAN CEMENT FACTORY
DISTRICT SIRMUR (H.P.)**

PART-III : SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

In addition to instruction to Tenderers in Part-I, the General Conditions of the contract under Part-II, & Part-III, the following additional special conditions will also apply to the contract. Special conditions given below, if contrary to any conditions given in Part-I, Part-II and Part-III, shall prevail upon such conditions given in Part-I, Part-II and Part-III.

SCOPE OF WORK: -Annual rate contract for quarterly Updating of all existing Plans & Sections Digitally in form of Auto CAD & KML File, as well as in hard copy & soft copy with pen drive for each quarter /drawings 05 sets. /drawings as per MMR-1961 amended MCDR-2019 as required by latest mining plan in respect of Manal Limestone Mine (lease hold area 172.3 hectares) as per the following schedule:

S.No.	Period	Purpose	Payment
1.1	JAN -2024 to MARCH-2024	For DGMS under MMR-1961 & for IBM as per amended MCDR-2019	30% of total annual cost
1.2	APRIL-24 to JUNE-24	-----do-----	25% of total annual cost
1.3	JULY-24 to SEPTEMBER-24	-----do-----	25% of total annual cost
1.4	OCT-24-DEC-24	-----do-----	20% of total annual cost
1.5	JAN -2025 to MARCH-2025	-----do-----	30% of total annual cost
1.6	APRIL-25 to JUNE-25	-----do-----	25% of total annual cost
1.7	JULY-25 to SEPTEMBER-25	-----do-----	25% of total annual cost
1.8	OCT-25-DEC-25	-----do-----	20% of total annual cost

2.0 Submission of updated Plans & sections:

After completion of work in each quarter as mentioned above (S.No.1.1 to 1.8), in the 3rd month of each quarter, the contractor will submit updated Plans & sections of the Mine in the following forms:

- 2.1** Drawings in Five duly signed by the surveyor as per the requirement under various statutes. The surveyor signing the plan & sections must be authorized/competent for the same by statutory authorities as required by Indian Bureau of Mines and Directorate General of Mines Safety. Copy of statutory certificate is required to be submitted.
- 2.2** 05 nos. CD/DVD of Digitally updated plans & Sections compatible with Auto-cad format & JPEG & KML with pen drive for each quarter as per the requirement of statutory authority as intimated time to time.
- 2.3** Any modification(s) that may be required to be undertaken to rectify to bring it to the conforming to the statutory requirement shall be the responsibility of the contractor and no additional expenses shall be borne by CCI on this account.

- 3.0 Earnest Money Deposit:** EMD of ₹ 6,000/- is to be deposited on line or through DD in favour of Cement Corporation of India Limited, payable at SBI Rajban, Branch Code-3399. The tenders not accompanied with EMD will be liable for rejection.

....cont.

4.0 Security Deposit: 3% of the total value of the work including taxes.

The EMD deposited of the successful tenderer shall be converted into Security Deposit after award of work. Balance SD will be deducted @ 3% from each quarter bill payment as per clause No. 5.0. The SD shall be refunded to the contractor after 3 months of satisfactory completion of the contract period. In case the contract period is repeated/extended, the Security Deposit already deposited shall be considered for the repeated period & shall be released after completion of 3 months of the repeated period. The SD amount shall not bear any interest.

Rest of the conditions in respect of Security Deposit will be as per clause No. 2.0 of General Terms & Conditions Part-II

5.0 PAYMENT TERMS: 90% payment of each quarter will be released after satisfactory completion of work through online payment within 15 days of submission of bill. Balance 10% payment of each quarter shall be kept as Security Deposit as per SD clause No. 4.0 and will be paid after 3 months from the completion of the contract period subject to satisfactory work completion. Payment will be released after deduction of TDS, Income Tax, GST and other deduction, if any.

6.0 PERIOD OF CONTRACT: The annual rate contract will be for a period of two year covering 4 quarters mentioned above at S.No.1.1 to 1.8 which can be repeated for another one year/4 quarters on satisfactory performance of the contractor absolutely on the sole discretion of CCI.

6.1 Work completion period for each quarter : The updation work for each quarter shall be completed before expiry of quarter & the updated Plan & Section will have to be submitted on or before the last day of the quarter.

7.0 Survey Equipment and other working aids have to be arranged by the Contractor/Surveyor.

8.0 To & fro travel charges via shortest route by bus or rail for one person (limited to AC-3 Tier) shall be reimbursed by CCI on production of proof of journey by the respective class. Local conveyance limited to Auto rickshaw three-wheeler charges from residence to Bus Stand/Railway station and back is reimbursable.

9.0 Free lodging, if required, shall be provided by CCI at CCI Guest House. However, for food at Guest House, the charges as per prevalent rates shall be borne by the contractor.

10.0 Vehicles at site shall normally be arranged by CCI (subject to availability) for dropping at site and for picking up from there.

11.0 Helpers for field survey up to 03 persons shall be arranged by CCI as and when required.

12.0 PAYING AUTHORITY:- HOD(Finance),CCI Ltd, Rajban Cement Factory.

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

14.0 The work shall not be sublet by the contractor to any other party without the prior written permission of the Corporation.

15.0 All Safety rules & regulations should be followed strictly. The safety of persons deployed by the contractor shall be the responsibility of the contractor. In case of any accident/injury to the persons engaged by the contractor, CCI will not be liable to pay anything in this regard.

16.0 LIQUIDITY DAMAGES (LD):

Liquidity damages shall be levied @ 2% per week delay subject to 5% max.of the value of the contract.

17.0 AWARD OF CONTRACT:

The Corporation reserves the right to accept in its sole & unfettered discretion any tender for whole or part quantities / part work or to reject any or all tenders without assigning any reasons there for and without entitling the tenderer to any claim whatsoever.

18.0 Normally no price negotiation will be conducted. Tenderers are advised to quote rates on firm basis in their offers. However, Corporation reserves the right of negotiation for any reasons.

19.0 DISPUTE UNDER THIS CONTRACT & ARBITRATION:

19.1 In the event of any question/dispute, breach of or difference arising in respect of the meaning and scope of terms and conditions herein or in connection with any matter under this agreement (except for those matters which are to be decided as per provisions made in these terms and condition), the same shall be referred to the Chairman cum Managing Director of Cement Corporation of India Limited for appointment of a Sole Arbitrator. There will be no objection if the Arbitrator so appointed is or was an employee of the Corporation and whether he had at any time in discharge of his duties as an employee had expressed views on all or any of the matters in dispute or difference or dealt with the matter in substance. The Arbitrator shall give award with reasons in respect of each claim, dispute or difference referred to him in the event the value of dispute(s) exceeds Rs.50000/-. The award of the Arbitrator shall be final and binding on the parties to this contract.

19.2 Subject to aforesaid the Arbitration & Conciliation Act, 1996 and the rules made there under, and any statutory modifications thereof for the time being in force shall apply to the arbitration proceedings under this clause.

19.3 The work under the contract shall be continued uninterrupted during the pendency of the arbitration proceeding and no payment due from one to the other parties therein shall be withheld on account of pendency of such proceedings unless such payment related to the matter under arbitration.

19.4 The venue of the arbitration shall be New Delhi or such other place as the arbitral tribunal at his discretion may determine.

20. JURISDICTION:

The Courts in Paonta Sahib/Nahan,H.P.shall alone have jurisdiction to decide or adjudicate upon any dispute which may arise out of or in connection with Contract.

Signature of tenderer

**CEMENT CORPORATION OF INDIA LIMITED
PO RAJBAN CEMENT FACTORY
DISTRICT SIRMUR (H.P)**

ANNEXURE –D

PRICE BID PROFORMA

S.No.	DESCRIPTION	UNIT	RATE FOR TWO YEAR	
			Without GST	With GST
1.0	Annual rate contract for quarterly Updating of all existing Plans & Sections digitally in form of Auto CAD & KML File, as well as in hard copy & soft copy /drawings 05 sets. /drawings with pen drive for each quarter as per MMR-1961 amended MCDR-2019 as required by latest mining plan in respect of Manal Limestone Mine (lease hold area 172.3 hectares) as per the following schedule:	LUMP SUM FOR TWO YEAR (four Quarters)		
1.1	JAN -2024 to MARCH-2024	For DGMS under MMR-1961 & for IBM as per amended MCDR-2019		
1.2	APRIL-24 to JUNE-24	-----do-----		
1.3	JULY-24 to SEPTEMBER-24	-----do-----		
1.4	OCT-24-DEC-24	-----do-----		
1.5	JAN -2025 to MARCH-2025	-----do-----		
1.6	APRIL-25 to JUNE-25	-----do-----		
1.7	JULY-25 to SEPTEMBER-25	-----do-----		
1.8	OCT-25-DEC-25	-----do-----		

- i) I have read the terms & conditions of the tender and the above rates are for the complete work as required in the scope of work clause 1.0 & 2.0.
- ii) All terms & conditions as acceptable to me.
- iii) I understand that other than above payment, no element will be payable & I will not claim for any extra payment.

(Signature of Tenderer)

Date:

Name of the tenderer:

Address :

Phone No.:

Seal :

Email:-