



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2024/E

Dated/दिनांक :

**Bid Document/ बिड दस्तावेज़**

<b>Bid Details/बिड विवरण</b>	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	03-02-2024 17:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	03-02-2024 17:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	120 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Heavy Industries And Public Enterprises
<b>Department Name/विभाग का नाम</b>	Department Of Heavy Industry
<b>Organisation Name/संगठन का नाम</b>	Cement Corporation Of India Limited (cci)
<b>Office Name/कार्यालय का नाम</b>	Rajban Cement Factory
<b>Item Category/मद केटेगरी</b>	Custom Bid for Services - Hiring of various categories man Mechanical department through manpower agency
<b>Contract Period/अनुबंध अवधि</b>	1 Year(s)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)</b>	35 Lakh (s)
<b>Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष</b>	5 Year (s)
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है</b>	Yes
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Bidder Turnover,Certificate (Requested ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),A Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience Turnover Criteria, the supporting documents to prove his for exemption must be uploaded for evaluation by the buy
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	Yes
<b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid

**Bid Details/बिड विवरण**

<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	200000

**ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता	No
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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छू बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

account officer  
Rajban Cement Factory, Cement Corporation of India Limited (CCI),  
(Deepak Prakash)

**Splitting/विभाजन**

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

**MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Ex Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. I

bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

3. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Org PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having services during each of the Financial year.

4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

6. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. A technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

**Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :**

Bidder shall be Upload this excel sheet in Price Bid after filled the Service Charges with GST - [1705146126.xlsx](#)

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Introduction about the project /services being proposed for procurement using custom bid functionality:**[1705146221.pdf](#)

**Instruction To Bidder:**[1705146238.pdf](#)

**Pre Qualification Criteria ( PQC ) etc if any required:**[1705146257.pdf](#)

**Scope of Work:**[1705146268.pdf](#)

**Special Terms and Conditions (STC) of the Contract:**[1705146271.pdf](#)

**Service Level Agreement (SLA):**[1705146285.pdf](#)

**Payment Terms:**[1705146293.pdf](#)

**Penalties:**[1705146305.pdf](#)

**Quantifiable Specification / Standards of The Service/ BOQ:**[1705146315.pdf](#)

**Project Experience and Qualifying Criteria Requirement:**[1705146321.pdf](#)

Educational Qualification including Profile of SME/Consultants /Professional Resources /Technical Resou they are part of Project .:[1705146327.pdf](#)

GEM Availability Report ( GAR):[1705146334.pdf](#)

Buyer's Competent Authority Approval:[1705146341.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1705146350.pdf](#)

Any other Documents As per Specific Requirement of Buyer -2:[1705146362.pdf](#)

Buyers are requested to upload the format for price breakup of the lumpsum offering to be provided by service provider (Please provide the format if financial upload required is selected as "Yes" while creati Bid):[1705146367.pdf](#)

#### Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
19-01-2024 15:00:00	Online VC/CCI Rajban

#### Custom Bid For Services - Hiring Of Various Categories Manpower In Mechanical Departn Through Manpower Agency ( 1 )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Hiring of various categories manpower in Mechanic department through manpower agency
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)/एडऑन</b>	

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र.सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/3 आवश्यकता
1	Neelesh Kumar Tripathi	173029,Cement Corporation of India Ltd., Rajban Cement Factory,Distt. Sirmour(H.P.)	1	N/A

## Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent of the issue of the contract. However, once the contract is issued, contract quantity or contract duration can be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.

### 2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

### Offer is invited for the following as per details given below-

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NIT No.	Description	No
<b>RCF/Mech/tender/labour/ 23-24</b>	Tender for Hiring of various categories manpower in Mechanical, Civil & MM department through manpower agency.	45 (Five) v

1. Only those tenders will be considered who fulfill the terms & conditions mentioned in the tender documents.
2. Only those tenders will be considered who deposit the earnest money before the deadline.
3. The price-bid should be only as per CCI's price bid format otherwise the tender is liable for rejection.
4. The vendors/ bidders are requested to visit CCI website for Part I & II and Annexure-9.
5. The bidders must sign and upload online Annexure- 9 along with the technical bid of the tender.

**HOD (Mech)**

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Annexure-A	Important Instructions to Bidders for E-Procurement.
Annexure-X	Covering letter which must be submitted by tenderer duly filled in.
Available on website	General terms & conditions , Part -1 & Part -2 along with Annexure 1 to 9
Annexure-B	Part-III : Special terms & conditions
Annexure - C	Part-IV : Technical Details/Scope of work
Annexure - D	Input Tax Credit
Annexure - E	Price Bid Annexure
Annexure -2	Public Procurement Policy (Preference to MII)

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

**HOD (M**

**Contact person (Cement Corporation of India):**

1. HOD (MM)

2. HOD (MECH)

Mobile: 07827989566

Mob. 7827989585

Email: mech\_rjo@ccilttd.in, [ccimrjo@rediffmail.com](mailto:ccimrjo@rediffmail.com),

**Ann**

**Covering Letter**

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**(On the letterhead of the bidder)**

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To,  
HOD (Mech)  
Cement Corporation of India Ltd.  
Rajban Cement Factory  
Distt-Sirmour (H.P.) 173029

Sub: E-tender for Tender for Hiring of various categories manpower in Mechanical department through agency.

Ref. No. : RCF/Mech/tender/labour/23-24  
24

Dated:.

Dear Sir,

With reference to your tender for the above work, we/I hereby submit our/m online in two Parts i.e.; Part-A Techno-Commercial bid and Part-B Price-bid as per instructions in the tender documents.

**Part-A: Techno-Commercial Bid:On-Line Submission (Soft Copy)**



The following documents duly filled in, signed digitally and stamped are up-  
 n-Line through <https://etenders.gov.in/eprocure/app> of Central Public Procurement  
 Portal, designed, developed and hosted by National Informatics Centre (NIC)

<b>S.No.</b>	<b>Description</b>	<b>Yes/No</b>
1	The Tender Special terms and conditions in Part III & IV Annexure-B & C duly signed digitally and stamped on each page in token of acceptance of the same in its entirety	
2	Scanned copy of Covering letter (Annexure -1)	
3	Scanned copy of Integrity pact & IEM. (Annexure -2/F)	
4	Certificate whether any officer of your Corporation is related to me/us or not (Annexure-3)	
5	List of unexecuted orders in hand as per (Annexure-4)	
6	Bidder firm/ Company profile (Annexure-5)	
7	Details of plant and machinery installed. (Annexure -6)	N/A
8	Details of testing facilities installed. (Annexure -7)	N/A
9	Details of orders executed, including CCI during last 3 years (Annexure-8)	
10	Declaration letter having read and understood the GTC. (Annexure-9)	
11	GST Registration No	
12	Scanned copy of the PAN card in the name of company.(in case of proprietary firm it can be in the name of the proprietor)	
13	Partnership Deed/Memorandum & Article of association	
14	Balance sheet for last three years.	

15	In case of firm registered with MSME, Certificate from MSME (NSIC Certificate) clearly Specifying the date of registration along with starting of manufacturing process and whether it is registered under ST/SC. The firms registered with MSME will also have to submit a copy of Udyog Aadhar Memorandum	
16	Input Tax credit(Annexure E)	
17	Submission of EMD(DD/BG/Gateway)	

**Part-B: Price bid: submitted on-line as per “PRICE BID” format .**

We/I hereby declare that We/I have not been debarred from tendering for projects 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 true and 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 the same.

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

- a) Name of the Tenderer .....
- b) Full Postal Address .....
- .....
- .....
- c) Telegraphic Address/Telex/Fax.....
- d) Phone: Office.....Residence.....
- e) E-mail .....

Yours fait

Signature of the Tenderer v

Witness (Name & Address)

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Annex**

**PART-III- SPECIAL TERMS & CONDITIONS**

**Sub:- Tender for Hiring of various categories manpower in Mechanical d  
ent through manpower agency.**

Cement Corporation of India Limited (CCI Ltd.), Rajban Cement Factory intends to **manpower agency for supply of contract workers for Mechanical department Highly Skilled, Skilled, Semi Skilled & Unskilled rates** for a initial period of **3** r. This tender contains Part-I Instructions to tenderers & Part - II General terms and conditions, Part-III special terms and conditions, Part-IV technical specifications and prices please visit our website [www.ccilttd.in](http://www.ccilttd.in) for Annexures 1 to 9, all formats read and understood the same. Submit covering letter, Integrity pact, Annexure 1,2,3,4,5,8,9, duly filled along with the tender.

In addition to the General Terms and conditions of the tender Part-I & II the following special terms and conditions also apply to the contract for the execution of jobs as per Part-VI. These special terms & conditions, if contradictory to any of the conditions given in Part-I & II shall prevail upon the conditions given therein:-

## **I. GENERAL CONDITIONS:**

### **1. Brief description & deployment of contract workmen under various categories as follows:**

S No	Department	Nature of activity	Category				
			Un-skilled	Semi-skilled	Skilled	DEO	Total
1	Mechanical	As per Annexure -VI	18	4	16	1	39
2	Civil &MM	As per Annexure -VI	3	0	3	0	6
<b>Total</b>			<b>21</b>	<b>4</b>	<b>19</b>	<b>1</b>	<b>45</b>

## **II. SECURITY DEPOSIT (SD) :**

The successful tenderer must have to furnish security deposit equivalent to 3% (Three percent) of the total value of the contract by way of DD / Bank Guarantee (in CCI Form provided by Rajban unit) or FDR from any nationalized bank towards satisfactory performance of the contract within 15 days from the date of acceptance of the Letter of Work Order, enter on clause 2.1 of Sr.No.2 of Part-II of GTC. **In case tenderer fails to deposit the SD within specified period (as above), will be considered to be in default of contract which would give the Corporation the right to terminate the contract and forfeit the EMD amount.**

## **III. CONTRACT PERIOD:**

The initial term of contract shall be for a period of **One year** from the date of commencement of the contract. The same may be **extended for another year** if the contractor's performance is found to be satisfactory on the same rate terms & conditions etc. as

cretion of CCI management & subjected to satisfactory performance of the contract.

#### **IV. TENDER ELIGIBILITY CRITERIA :**

1. The contractor/ bidder should have at least 5 years' experience of deploying or employing minimum 10 and above staff to any establishment having more than 100 workmen public/ Private sector engaged in manufacturing or process Industries, preferably from front industry .Bidder has to submit proof of experience documents.

2. The bidder must have average turnover of **Rs.35 Lakhs (Thirty Five lakhs) minimum** during the last three financial years. The balance sheet and Profit & Loss accounted report required for the three years i.e., 2019-20,2020-2021, 2021-22 or CA certificate statement will be accepted for verification.

3. The Contractor/ bidder should have completed at least one year contract of value less than 35 Lakhs (Thirty Five lakhs) per annum related to providing similar service under single contract.

4. The bidder should have a valid EPF, ESI & GST registration.

5. The bidder must have **registered or branch office within the radius of 10 km the site/unit after getting work order within a time span of 30 days** for keeping and timely communication with CCI Management and that should be in a mode round the clock throughout the year. Bidder has to submit affidavit in this regard. The local representative of the contractor must be available round the clock for engagement of labours or provide alternate labour, in case someone not attended the duty.

#### **V. APPROPRIATE BEHAVIOR:**

1. It shall be the responsibility of contractor to ensure that, the workmen shall be courteous, well behaved and honest.
2. The contract workmen shall not misbehave, ill-treat or use abusive language dealing with employees and others during the working hours and outside the premises, if any such incident reported, contractor shall be held fully responsible and its consequences. Corporation shall be free to take action against the contractor's workmen.
3. The contract workmen shall not disturb our employees; make any sort of noise on premises of factory, departments, sections, offices and other premises unnecessarily. Contractor shall be responsible for any theft, burglary, fire or any other misdeed act done by your workmen and such person / persons shall be debarred from entry till further instruction, and shall be taken back only after permission of management.
4. The contract workmen shall not lend, borrow or enter into financial deal with any member of our regular staff.

#### **VI. ENGAGEMENT OF LABOUR:**

- a) The manpower may be engaged round the clock basis in any shift (A, B, C) including Holiday, for carrying out above specified jobs with the limited time frame.

contractor should engage sufficient number of labour at different places as per direction of the officials of the executing department. The labor may be deployed in shifts as per requirement of corporation.

- b) Contractor, site-in-charge or supervisor must stay in nearby local Rajban Cement Factory within the radius of 10 KM and should be available on site to control the day to day affairs of the workmen round the clock. Contractor must ensure the availability of sufficient labour to meet emergency work.**
- c) During shutdown or breakdown of plants, round the clock workmen will be deployed and the contractor shall arrange manpower accordingly. The contractor shall coordinate for discussion with plant authorities for understanding the nature of job. Com usekeeping of shop & respective work area has to be carried out on regular basis.
- d) Contractor to be deployed sufficient number of supervisors to coordinate with Rajban Cement Factory officials & ensure safety of workers work under him.**
- e) If any break down, shut down or force majeure announced by Corporation, deployment of contract workmen will also be restricted or stopped for the particular period.
- f) Management has a liberty to utilize / deploy any of the above mentioned contract workmen in any department / section based on the requirement.
- g) All contract workmen working under your contract should follow the security guidelines by security personnel while entry and exit of factory premises.
- h) In case any document is required by any authority, including State / Central enforcement authorities, the contractor must provide the required documents when asked for.
- i) The contractor or his supervisor shall allow inspections and checking of all statutory registers, records and other documents by persons authorized by CCI.
- j) The contract workmen strictly follow the factory shift timings as displayed on the main gate and record their attendance in the biometric punching machines as per the instructions issued by Time office/ HR department from time to time without any deviation.

**VII .CONTRACTOR’S LAIBILITIES: -**

The contractor other than the payment of wages on time shall also be liable for the following things:-

**01. Safety , Welfare & Other Statutory Compliances:**

I. The contractor shall provide the following items to his or her contract workmen at his own cost:-

S. No	Particulars	Quantity	Frequency	Delivery, or store

1.	Safety helmet, (Blue Colour), ISI marked	One	Yearly	1 <sup>st</sup> day of dep nt
2.	Safety Shoes with steel toe & ISI marked	One pair	Yearly	Within one mo
3.	Sanitizer/ Soap	100 ml/ gm	Monthly	1 <sup>st</sup> day of dep nt
4.	Dust Mask	One	Monthly	1 <sup>st</sup> day of dep nt
5.	Uniform (suiting's and shirting's),	Two pair	Yearly	Within two mo

- i. The contractor/ bidder should comply any other safety PPE's not mentioned in the above list as per requirement and instructions of safety officer/ Concern HOD, Factories Act 1948 & HP Factories Rules 1950 and Covid-19 situation.
- ii. The contractor/bidder shall ensure all the contractual workers entering in the site shall wear PPEs (Personal Protective Equipment) all the time during the working hours. The contractor shall be held responsible for any non-compliance in this regard.
- iii. **There shall be no reimbursement from corporation side for the above mentioned items.**
- iv. **The contractor/ bidder should ensure that the service charges to be provided shall be inclusive of the cost of items mentioned in the above table.**
- v. The payment of wages shall be made to the contractual workers based on **time-attendance** machine ONLY.
- vi. **The contractor shall provide the list of workmen one day before a Gate duly certified by HOD concern. In case absences of workmen the list of alternate workmen must be provided by the contractor without any failure.**
- vii. **The contractor/bidder shall issue & ensure the Appointment letter and ID card duly signed & stamp, to all workmen engaged by him within one month.**
- viii. **The contractor/bidder should ensure that the wages are paid to the actual workers by 7th of every month and issue wage slips one day in an approved format before disbursement of wages.**
- ix. **The contractor/bidder shall be duly bound to immediately replace a contractual worker, whose services are not found satisfactory by CCI.**
- x. The contractors/bidders shall ensure that contractual workers deployed by them shall maintain discipline of the highest order and that they restrict themselves to the work assigned to them.

ned work only. Any incidence of inappropriate behavior by any of the contract workers or any interference by them in the official functioning shall be viewed seriously and may even lead to termination of the contract.

- xi. Copy of necessary documents/certificates i.e. Aadhar card, Pan card, Bank t, Age proof, character certificate, qualification proof, experience certificate with respect to the eligibility of all contract workers shall be submitted in Time within a week from the deployment.
- xii. It shall be the responsibility of the Contractor to ensure that the people deployed by them are not below 18 years of age as per Factories Act 1948 & Rules 1950 provisions and he / she will not be more than 58 years of age.
- xiii. **CCI as a principal employer shall not be responsible for any remuneration benefit such as workman compensation or gratuity. It shall be the responsibilities of contractor and it cannot be linked with the duration of the association of the contractual workers with CCI.**
- xiv. The Contractor shall ensure Medical Fitness of all workmen as per Factories Act 1948 & H.P.Rules, 1950, before the deployment.
- xv. **The Contractor shall verify antecedents of his workmen engaged before deployment.**
- xvi. **The workmen engaged by contractor must carry proper identification card duly signed & stamp by contractor & bearing their photographs during working hours.**
- xvii. The Contractor undertakes that it has complied with and agrees to comply with the necessary statutory requirements such as maintaining Registers, Records & returns under Contract Labour (Regulation & Abolition) Act, 1970, Factories Act, 1948, Minimum Wages Act, 1948, Payment of Wages Act 1936, Payment of Bonus Act, 1965, Employees' Provident Funds & Miscellaneous Provisions Act, 1952, Employees' State Insurance Act, 1948, Employees' Compensation Act, 1923, Labour Welfare Fund Act, 1987, The Industrial Employment (Standing Orders) Act, 1946 and other amendments as applicable, to its business for providing the said services.
- xviii. The Contractor shall also comply with the provisions of the Act and such other statutory enactments / rules and regulations laid down by the Government or Legislature whether related to labour, commercial or other laws in force/coming into force which may apply to this Agreement/Contract and any liability on account of non-compliance or violations thereof by it, shall be solely to the account of the Contractor. The Contractor hereby agrees to indemnify and keep indemnified the Company against any claim, loss, damage, cost, charge or expense incurred or suffered by the Company on account of any breach or violation of the necessary statutory requirements by the Contractor.

## **02. Labour License:**

The Contractor/ bidder should ensure a valid labour license (**if manpower 20 or more**) in his name under Contract Labour (R&A) Act 1970 & rules 1971 from the concerned authorities i.e. office of Dy. Chief Labour Commissioner (Central), Chandigarh. He should comply with all legal formalities and submit a copy of the Labour License to the office/ HR department within 15 days from issue of LOI/ Work order.



### **03. Payment of Wages:**

- i. **The Contractor must disburse the wages on or before 7th of every month** for the previous month through ECS/online banking. After verification, the Corporation will reimburse the actual amount as admissible to the Contractor. The acknowledgment copy of the paid statement shall be submitted to Time office/HR department for verification and reimbursement as per Acts.
- ii. The Contractor shall pay the wages to highly skilled, skilled, semi skilled & unskilled categories as per the prevailing Minimum Wages as prescribed by the Government of Himachal Pradesh from time to time.
- iii. The Contractor shall be liable to pay the minimum rates of wages received from the Government of Himachal Pradesh. The bills not accompanied with the copy of the orders issued by the Government of Himachal Pradesh, the revised rates shall not be entertained for payment.

### **04. Employees Provident Fund & ESI:**

- I. **Contractor should take registration code/sub-code number under Employees' Provident Fund (Miscellaneous Provisions) Act 1952 and Employees' State Insurance Act 1948 of Himachal Pradesh and ESI sub-code from the local office of Paonta Sahib (H.P.), for availing the ESI benefits by the contractor's workmen .**
- II. The Contractor shall ensure that, to remit the Provident Fund and ESI contribution for **before 15th of every month** for the previous month wages as per the provisions of Employees' Provident Funds & Miscellaneous Provisions Act, 1952 and Employees' State Insurance Act, 1948. After verification, the Corporation will reimburse the employer's contribution as per actual admissible to the Contractor. The acknowledgment copy of the remittance statement shall be submitted to Time office/HR department for verification & reimbursement of the bill.

### **05. Payment of Bonus, Earned Leaves & National and Festival**

**provisions:**

- A. The Contractor shall be responsible for making payment of Statutory Bonus as per the provisions of Payment of Bonus Act, 1965, payment of Earned Leaves as per the provisions of Payment of Bonus Act 1965, Payment of Bonus Act 1948 & HP Factories Rules 1950, and the Himachal Pradesh Industrial Establishments (national and festival holidays and casual and sick leave) act, 1996. After verification, the Corporation will reimburse the actual bonus, EL and N & F. contribution as admissible to the Contractor. The acknowledgment copy of the paid statement shall be submitted to the Time Office for verification and reimbursement as per company policy.

### **06. Statutory Registers and Records:**

- B. The Contractor shall maintain all Statutory Registers as required under the Contract Labour Act, 1970 & Rules 1971 and all other and various labor laws applicable from time to time. It shall be the responsibility of the Contractor to maintain all registers up to date in respect of all workmen engaged by him. The Contractor shall specifically maintain the following Registers:
  1. Form – A : Format of Employee Register

2. Form – B : Format for Wage Register
3. Form – C : Format of Register of Loan / Recoveries
4. Form – D : Form of Attendance Register
5. Form – VIII : Service Certificate
6. Form – XII : Employment Card (u/r-76)

C. The Contractor shall produce all the registers and records to the representative Company and Government authorities as and when required for statutory compliance & inspection. The Contractor shall submit a certificate indicating compliance with all the statutory provisions under all labor statute applicable to the contract at the end of the month and only then his monthly bill will be processed for payment by the Company.

#### **07. SPECIAL TERMS AND CONDITIONS :-**

- a) **The contractual workers, deployed by the contractor, shall be regulated as per ESIC Rules and no contractual worker will be allowed to enter factory premises without valid ESI Card.**
- b. The contractor shall ensure that the bills not accompanied with the copies of payment proof, copy of ESI & EPF challan with ECR etc., shall not be entertained for payment.
- c. The contractor would be liable to ensure that contractual workers can be deployed at any point of time in any department or in any section of the department as per requirement of the Corporation and refusal to work in other department shall result in removal of the contractual worker.
- d. The contractor would be liable to ensure that all the statutory payments, like PF, Bonus, Minimum wages, etc., as applicable, are paid by him, within the time as applicable to them under law. The evidence of compliance to this effect shall be submitted to CCI. CCI will, in no way be responsible for or associate itself with the payment of any statutory liabilities or the wages paid or payable to the labour by the contractor.
- e. The Contractor/bidder shall specify the amount of charges by it towards Security charges/ overhead/ Commission, SGST and CGST.
- f. The contractor/bidder shall ensure the daily deployment of workmen as per the work order all working days including Sunday & Holidays. Accordingly the contractor must engage the labour in order to meet the requirement, as specified in the order, as per office/shift timings of Rajban Unit of CCI. Immediate replacement shall be provided in case of absence of any contractual worker. However, the work shall not suffer for want of replacement.
- g. The deployment of contractual workers shall be made within 15 days of the work order. Time is of essence in this context and therefore.
- h. The contractor/bidder should ensure that the wages and other benefits shall be paid by the contractor to his contractual workers through bank account of the contractual workers only and the contractor/bidder shall be liable to submit along with the certified copies of bank passbooks reflecting therein entries of the wages paid to the workers in accordance with the Minimum Wages Act prescribed by the app

Government.

- i. **The contractors/bidders shall be responsible for any injury, damage or loss which may happen to any of the employees or agents of the contractors/bidders, during or beyond the duty hours in the premises of CCI in the course of discharge of their duties.**
- j. The Contractors/bidders shall ensure that none of the contractual workers of the contractors/bidders, deployed for any services to be rendered by the latter to the Corporation/CCI shall have any right or claim against CCI for absorption or job with promotion on the basis of any such services rendered by him.
- k. The contractors/bidders shall ensure that any damage caused to any equipment or item available at the premise of CCI due to negligence of the contractors/bidders shall be on his account and he will be liable to make good the loss to the CCI. The amount involved, if any, may at the discretion of the CCI, be recovered/deducted from the payment due to the contractors/bidders.
- l. The contractors/bidders shall ensure that In case, so required, some/all contractual workers can be directed to work on declared holidays/Sundays/ Week-off for which they may be paid the rates as per applicable Law/Act. In case of specific requirements, some/all contractual workers can be asked to work beyond the office hours for which they may be paid for extra hours as per the contract. The contractual workers will all be eligible for 01 day week off.
- m. The contractors/bidders shall ensure that any contractual worker can be removed at any point of time without assigning any reason thereof, to him or the contractor.
- n. The contractors/bidders shall ensure that Tenderer/Bidders shall sign and stamp each page of this tender document and all other enclosures appended to it as evidence of having read and understood the terms and conditions contained herein and accept the same.
- o. The parties are requested to visit the site of work condition, location and arrangements for assessment of necessary spares & labour arrangement for carrying out the work as per scope of work given above before submitting offer. No claim whatsoever shall be entertained by the Corporation later on after submission of offer.
- p. The contractor shall also ensure that no any worker engaged through him is a member of any Trade union of the corporation Employees or any other trade Union in the region or take part in the Trade Union activities or involve himself in or associate with any trade union or take recourse for any action through the trade union”.

#### **08. PAYMENT TERMS, INCOME TAX & GST:**

- 1) 100% payment will be made after deduction of applicable taxes & interest within 15 days from submission of bills along with correct & verified proof of compliances duly certified & verified by concerned HOD & than HOD (HR) document by way of RTGS / NEFT. The GST tax amount will be reimbursed to the contractor after the same was paid to the government account by him and upload their scanned invoices in their GST portal in the succeeding month and submit proof of

me for reimbursement.

- 2) TDS on GST and TDS on income tax will be deducted as per rules in force.

#### **09. OTHER SPECIAL TERMS AND CONDITIONS:**

- 1. The Service Charge percentage for supply of contractual workers shall be quoted by the bidders in their financial bid/ Price bid. Considering all statutory compliances to be provided to his workers & also superannuation to be engaged. As these will not be paid by CCI or expenses thereof.**
2. The Service Charges / Commission amount quoted should be applicable for the entire period of contract and no request for enhancement will be entertained. However, in case the applicable wages / taxes / PF / ESI, Bonus, etc. are changed statutorily, the contract to the same would be given by CCI to that extent.
3. The relationship between the Rajban Unit of CCI and the contractor/bidder will be that of the Customer and a Service provider and none of the workers of the contractor/bidder shall ever be treated or deemed to have been the employee of CCI. The contractor/bidder shall explain this nature of relationship to all his contractual workers/agents before deploying them for services to be rendered to Rajban Unit of CCI. As a token of their agreement for such a relationship, a signed declaration by the contractor/bidder and an actual worker/agent shall be obtained by the contractor/bidder from his workers/agents and be produced by the contractor/bidder to the customer/CCI for verification, and an employment card under contract labor Act & applicable rules, must be given to contractual workers and copy duly accepted by contractual worker to be submitted to time of deployment to CCI, before deploying them.
4. Deployment of contractual worker strictly as per requirement of the Manager or performance worker's shall be replaced with new worker with prior intimation to the officer in-charge of the executing department, if required. But in no way any supply of required manpower to be disturbed.
5. The classification of contractual workers is given at Annexure C.
6. The payment for the services shall be processed on presentation of bills on or before 15<sup>th</sup> of every month after disbursement of wages along with checking the receipt of the wages, PF, ESI & others.
7. The payment of wages will be made on the attendance of the persons and production shall be made in absence of any person on any day. Service charge/ commission will be given as per actual attendance.
8. CCI reserves the right to decrease the number of contractual workers to be deployed by the service provider as per the requirement.
- 9. Consumption of Alcohol while on duty /habitual absentee/ involvement in any kind of misconduct/or in any kind of theft or sabotage of any property of the Corporation by any contractual worker will lead to permanent disqualification of the said contractual worker and may even lead to termination of contract.**
10. If on the basis of the report of the company/representatives, the CCI finds that

ork/service rendered by the contractor/bidder are extremely unsatisfactory, without any notice to the contractors /bidder, terminate the contract forthwith. After communicating such termination of the contract shall be served on the contractor/bidder in person or by registered post at the address mentioned in this contract or on the last known address.

11. Without prejudice to the right of the CCI for termination of the contract as mentioned in the preceding paragraph, in this contract may be terminated by either party by giving one month's written notice to the other party.
12. The contractors/bidders are required to submit two bids i.e. techno-commercial and financial bid in the prescribed format through [www.cci tender.com](http://www.cci tender.com) of A system Ltd. The technical bids shall be opened at 15:00 hrs on the same day. The date of opening of financial bids will be intimated later on to the Techno-Commercial qualified bidder.
13. The rates must be written both in figures and in words in standard format.
14. Rates/quotations should be digitally signed by the Tenderer with its current bank address and PAN.
15. Financial bids of only those bidders, which are techno-commercially qualified will be opened.
16. CCI reserves the right to reject any or all tenders or cancel the Tender Inquiry without assigning any reason whatsoever.
17. One accommodation will be provided to successful contractor/ supervisors /representative on chargeable basis plus electricity charges on actual basis as applicable subject to availability .
18. In case disinvestment takes place during the contract period, the contract shall stand terminated from that date. No claim of compensation will be entertained or award round from Contractor.
19. The tender details are available and can be downloaded from official website of Company i.e., <https://etenders.gov.in/eprocure/app>

#### **20.10. PENALTIES:**

- a) If contractor/bidder is fail to disburse the payment of wages on or before 7 days of every month to the workmen, **penalty of Rs. 2000 per day shall be imposed up to maximum of 5% of contract value.**
- b) If contractor/bidder is fail to submit the payment proof, copy of ESI & EPF contribution with ECR along with bill, non-compliance to this effect may stop the payment and lead to termination of services and agreement thereof.
- c) If contractor/bidder is fail to deployment of contractual workers within the stipulated time i.e. 15<sup>th</sup> days of placing the LOI/work order, **a penalty at the rate of Rs. 1000/- (one thousand) per day** may be levied, further CCI reserves the right to cancel the work order at risk and cost of the supplier, without any further reference to the successful bidder.
- d) **Penalty of Rs 50 per workman per day shall be levied on contractor for short man days/ unauthorized absence of workers.**

- e) The work of the contractor/bidder shall be reviewed periodically by the company representatives. If, on the basis of the report of the company/representatives, it is found that the contractor/bidder has failed to perform as specified in the tender, the company may direct that a sum of Rs. 1,000/- (one thousand) per day, as damages for breach of contract may be recovered from the successful contractor/bidder.
- f) The contractor/bidder shall ensure that the contractual workers shall not use the information/data provided to them or handled by them in any unauthorized manner. In any instance of such unauthorized use comes to the notice of CCI, the contractor/bidder shall be liable for damages.
- g) The contractor/bidder has to keep sharp eye on the manpower deployed for the work. In the event of non-performance or poor performance of the workman or any man made delay or damage due to negligence of the contractor/bidder, the amount equal to the cost to redo the work to make it good will be charged as damages and will be deducted from the running RA bill. No separate communication will be given to the contractor in this regard.

## **11. INSTRUCTIONS FOR PRE- BID MEETING:**

1. The prospective vendors shall go through the terms and conditions of the tender documents after downloading from the web sites, prepare the queries/clarifications/suggested modification, if any. They may also visit the site as scheduled date prior to pre-bid meeting, with intimation to the concerned authority.
2. The vendors may attend the pre-bid meeting as per the scheduled date along with their queries/suggestions for modification, if any against the terms & conditions of the tender. Vendors can also upload/seek clarification through e-mail or letter to the concerned authority before the last date fixed for raising queries.
3. The prospective Vendors shall have to visit the site & attend the pre-bid meeting at their own risk and cost. However, the lodging at CCI Guest House can be arranged on payment basis subject to availability of room.
4. No queries, clarification or observation shall be entertained, in case they fail to inform the same well in advance so as to reach us prior to the scheduled date or fail to attend the Pre-bid meeting.
5. Modifications, if any carried/considered in the tender terms shall be shared with the vendors who have attended the pre-bid meeting and also shall be uploaded as a corrigendum against the tender, on CCI website and other website where the NIT has been uploaded.
6. The pre-bid meeting shall be open meeting and one time only. It will be held as scheduled in the NIT above. However, in extreme urgency cases, in case there is a change in date of meeting, the same shall be posted on CCI website giving appropriate time.
7. In case the tenders fail to attend the meeting on the scheduled date, the request for rescheduling the date and reorganizing the meeting shall not be entertained.
8. After pre-bid meeting, any query/clarification and other commercial deviations shall not be entertained.

9. The vendors who fail to attend the pre-bid meeting can also participate in the tender. The tender terms shall be applicable to all parties in uniform irrespective of attending the pre-bid meeting.
10. Pre-bid meeting link- meet.google.com (shall be provided separately).....

**Annex**

**PART-IV- TECHNICAL TERMS & CONDITIONS**

**Brief description & deployment of contract workmen under various categories follows:**

S No	Department	Nature of activity	Category				
			Un-skilled	Semi-skilled	Skilled	DEO	Total
1	Mechanical	As per Annexure -VI	18	4	16	1	39
2	Civil &MM	As per Annexure -VI	3	0	3	0	6
<b>Total</b>			<b>21</b>	<b>4</b>	<b>19</b>	<b>1</b>	<b>45</b>

**SCOPE OF WORK:**

Deployment of manpower for operation & maintenance of the plant in shift i.e, A, B, C & D

**Kiln-** a) Proper inspection of the area, cleaning and lubrication of all machineries in kiln all screw conveyors, elevators, blowers, air slides & weigh-feeder and FK pump etc.

b) Proper inspection of the area, cleaning and lubrication of all machineries in Kiln, supporting rollers, thrust roller, auxiliary engine operation & Planetary cooler

**GCT-** Proper inspection of the area, cleaning and lubrication of all screw conveyors, elevator transport, drag chains of GCT tower, & cleaning of all nozzles to control the emission according to norms as directed by Kiln Control room as per system requirement.

**Coal Mill & Clinker Transport-** Proper inspection of the clinker transport, all three drag chains and its drive system. In addition to above, inspection & lubrication of coal mill, raw coal transport & fine coal transport including the both crushers.

**Raw mill-** Proper inspection & lubrication of the feeding system including all three weighers & all three feeding belts along with the secondary crusher. In addition to above, operation of raw mill & inspection of raw meal transport including the separator, elevator, FK Pump etc.

**Compressor-** Proper inspection of all compressors in the plant in compressor house, cement mill, coal mill & auto section. In addition to above, lubrication of all compressors as per machine requirement.

**Cement Mill-** Proper inspection of feeding system i.e, for clinker, gypsum & fly-ash, mill with its gearbox & lubrication system, with the product transport including the fluxo & lifting valve at cement silo top. Also inspection of ESP transport & bag filters will be in scope.

**Packing Plant-** Proper inspection of the screw conveyor, elevators, packer machine, bagging belts, bag filter and cleaning as per requirement in A & B shift

**Auto Section-** Maintenance of all LMV, HMT, & Earthmovers equipments including Kiln Engine & DG Set.

**Pump House-** Proper inspection, operation of pump in the plant & Giri Pump house & annual maintenance of above pumps.

**EOT Crane-** Proper inspection & maintenance of both EOT cranes along with its LT & Cables, all wheels hoist & its ropes.

**Workshop-** General Maintenance of all sections & assisting in reclaiming of the necessary equipments as per requirement.

**Civil Deptt:-** Process water drainage cleaning, general civil maintenance in colony & plant including plumbing works & carpentry works, Giri Pump Line housekeeping & maintenance



al shifting work for civil works.

**MM Deptt:** Issue of material, loading & unloading of material, tagging of material & its to the desired place, Grass cutting (whenever required), arranging of issue/receipt vouc aning of stores etc.

This manpower will be deployed by the Shift I/c & Section in charges as per require he plant. In addition to above these persons can be deployed during shutdown/ ma enance, miscellaneous work of the plant.

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**ANNEX**

**CEMENT CORPORATION OF INDIA LIMITED**  
**RAJBAN CEMENT FACTORY**  
**(A Govt. of India Enterprises - ISO 9001:2015 Certified)**  
**INPUT-TAX CREDIT**

-

We are entitled for availing of INPUT-TAX Credit in respect of GST paid on material: vailing INPUT-TAX Credit, following documents are required to be submitted along pply of materials:-

- i) A clear GST invoice, having HSN code duly stamped and signed by the :
- ii) The GST rate and amount should be clearly shown separately in the Ta e.
- iii) The copy of the Tax-invoice or as specified in GST meant for transporter
- iv) Party will pay GST timely to Government and upload invoice on GST por

Please confirm all the documents would be submitted along with each and apply for availing the INPUT-TAX Credit. In case any of the documents is not subm PUT-TAX Credit is not allowed by Tax authority on the GST paid by us, and then th nt will be debited from your bill for the concerned supply or other payment.

Please submit this Annexure duly sealed and signed along with techno-con bid as token of acceptance of the above.

Signature of T  
with stamp

<b>Cement Corporation of India Limited</b> (A Govt. of India Enterprise) Rajban Cement Factory		
<b>PRICE BID</b>		
Name of the Bidder		
Address (With Mobile No. & Fax No.)		
E-mail		
Name & Address of the Proprietor/Partners/Directors (with mobile numbers)		
Sl. No.	Particulars	% of Amount of applicable Minimum Wage + VDA) actually earned.

1.	Service Charges / Commission for supply of Manpower (Only on Basic + VDA)	<b>1)</b> _____% (in figures) <b>2)</b> _____ (in wo
2.	GST as applicable	

Note:-

- 1) All statutory contributions, TA / DA, leave encashment, reimbursements etc. does not include any service charges.
- 2) Applicable Minimum Wages to be complied with all statutory dues.
- 3) **The contractor will have to meet the following expenses from his commission**
  - a. **Gratuity as per Special terms & condition clause VII: point (xiii) of Contract Liabilities**
  - b. **Safety Shoes & Helmet**
  - c. **Uniforms (Colour to be decided by management)**
  - d. **Dust Mask etc**

DECLARATION:-

-

I hereby certify that the information furnished above is true and correct to the best of my/our knowledge. I understand that in case, any deviation is found in the above statement at any stage, I/We will be blacklisted and will not have any dealing with the Department in future.

Further, I declare that, I will ensure the disbursement or payment of wages and applicable statutory dues as per statutory requirements and as per timeline.

Signature of Authorized

with date and seal of the

**An**

# Public Procurement (Preference to Make in India)

The Procurement of goods and services under this tender will be regulated as per applicable provisions of Public Procurement (Preference to Make in India), order 2011 C&I (DIPP), Government of India and revised orders issued on 16.09.2020. As per orders Bidders/Contractors are divided into three categories based on Local Content. Local content in the context of this policy is the total value of the item procured (excluding domestic indirect taxes) minus the value of imported content in the item (including customs duties) as a proportion of the total value, in percent.:

- a) 'Class-I Local Supplier' with local content equal to or more than 50%.
- b) 'Class-II Local Supplier' with local content equal to or more than 20%, but less than that applicable for Class-I Local Supplier.
- c) 'Non - Local Supplier' with local content less than that applicable for Class-II Local Supplier, in accordance with (b) above.

The 'Class-I Local Supplier'/'Class-II Local Supplier' at the time of bidding shall be required to indicate the percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I Local Supplier'/'Class-II Local Supplier', as the case may be. Bids with false declarations regarding Local content shall be rejected as unresponsive, in addition to punitive actions under the MII orders and for violating the Code of Conduct as per the Tender Document. Bidders have to submit self-declaration of their local content and their status as Class-II/ Non-local Supplier and their eligibility to participate in this tender. If a Bidder is claiming exemption (granted from relevant authorities) from meeting the stipulated local content on account of manufacturing the product under a license from a foreign manufacturer with the precise phrasing of increase in local content, he must provide proof thereof.

## Purchase preference as per Make in India will be exercised as follows:

### (a) If the Goods are Not Divisible in nature:

Among all qualified bids, the lowest bid shall be termed as L-1. If L-1 is 'Class-I Local Supplier' (Under MII clause 2.1), the contract shall be awarded to L-1.

If L-1 is not 'Class-I Local Supplier', the lowest bidder among the 'Class-I Local Supplier' shall be invited to match the L-1 price subject to Class-I Local Supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I Local Supplier' subject to matching the L-1 price.

If such lowest eligible 'Class-I local Supplier' fails to match the L-1 price, the 'Class-I local Supplier' with the next lowest price and so on, bid within the margin of purchase preference shall be invited to match the L-1 price, and the contract shall be awarded accordingly. If none of the 'Class-I local Supplier' within the margin of purchase preference matches the L-1 price, the contract shall be awarded to the L-1 bidder.

## **(b) If the Goods are Divisible in nature:**

Among all qualified bids, the lowest bid shall be termed as L-1.

If L-1 is 'Class-I local Supplier', the contract for full quantity shall be awarded to L-1. If the L-1 bid is not a 'Class-I local Supplier', 50% of the order quantity shall be awarded to L-1. After that, the lowest bidder among the 'Class-I local Supplier' whose quoted price falls within the margin of purchase preference shall be invited to match the L-1 price for the remaining 50% quantity, and a contract for that quantity shall be awarded to him, subject to matching the L-1 price. In case such lowest eligible 'Class-I local Supplier' fails to match the L-1 price or accepts less than the offered price, the next higher 'Class-I local Supplier' within the margin of purchase preference shall be invited to match the L-1 price for the remaining quantity and so on, and the contract shall be awarded accordingly. If some quantity is still remaining on Class-I local Suppliers, such balance quantity shall also be ordered on the L-1 bidder.

## **(c) Where contract is to be awarded to multiple bidders:**

In Bids where contracts are to be awarded to multiple bidders subject to matching of L-1 rates or otherwise, 'Class-I Local Supplier' shall get purchase preference over 'Class-II Local Supplier' as well as 'Non-Local Supplier', following procedure:

If there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, Class I Local Suppliers shall be eligible to bid. As such, the multiple Contractors, who would be awarded the contract should be all and only 'Class I Local Suppliers'.

In Bids, other than the sufficient local capacity and competition for the item to be procured, 'Class II local Supplier' both 'Class II local Suppliers' and 'Nonlocal Suppliers' may also participate in the tender process along with 'Class I Local Suppliers'.

If 'Class I Local Suppliers' qualify for the contract award for at least 50% of the tendered quantity in tender, contract shall be awarded to all the qualified bidders as per award criteria stipulated in the Tender Documents. In case 'Class I Local Suppliers' do not qualify for the award of contract for at least 50% of the tendered quantity, award criteria, purchase preference should be given to the 'Class I local Supplier' over 'Class II Local Supplier' and 'Non-local Suppliers' provided that their quoted rate falls within the margin of purchase preference of the highest bidder for award of contract. To ensure that the 'Class I Local Suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

First purchase preference has to be given to the lowest among such eligible 'Class-I local Suppliers', subject to meeting the prescribed criteria for the award of contract as also the constraint of the maximum quantity that is allocated from any single Contractor. If the lowest among such 'Class-I local Suppliers' does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity shall be given to the next higher among such 'Class-I local Supplier', and so on.

To avoid any ambiguity during bid evaluation process, the procuring entity may stipulate its own tender specifications for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local Supplier' within the broad policy guidelines.

### **3. Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

## **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority, Government of India, whereupon Buyer organization is solely responsible for the impact of these clauses on the bidding process.

outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to the and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) included by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemptions provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category being bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this can raise their representation against the same by using the Representation window provided in the bid details field dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in [General Terms and Conditions/सामान्य नियम और शर्तें](#) is contradicted by the conditions stipulated in Service Level Agreement then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this clause. Non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws. **जेम की सामान्य शर्तों के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेने वाले बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने का अधिकार आगे की कानूनी कार्रवाई का आधार होगा।**

**---Thank You/धन्यवाद---**