

CEMENT CORPORATION OF INDIA LIMITED (A GOVT. OF INDIA ENTERPRISE) P.O.-BOKAJAN CEMENT FACTORY, PIN-782490 KARBI-ANGLONG, ASSAM

Telephone: 03675 - 246106

Email: bokajancement@gmail.com

ISO 9001:2015, ISO 14001:2015 & ISO 50001:2018

CIN-U74899DL1965GOI004322

NOTICE INVITING E-TENDER (NIT)

 $(Only\ Through\ government\ e\text{-}procurement\ portal:\ www.eprocure.gov.in.)$

Online electronic bids through Electronic Tendering System (ETS) are invited from reputed agencies having adequate experience for the job pertaining to Coal Handling, Supervision and Liasoning with Railways from M/s ECL to CCI Bokajan by Rail movement.

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

E-Tender No.	BKJ/PROD/COAL/HA-114/23-24
Mode of tender	e-Procurement System (Online Part A - Techno-Commercial Bid and Part B - Price Bid) through etenders.gov.in/eprocure/app, (CPP Portal)
Date of NIT available to parties to download	From date 03.02.2024 to 16.02.2024 (02:30 PM)
Earnest Money Deposit	Rs. 10800.00
Last date of submission of EMD, valid SSI/NSIC/MSME certificate and other documents required as per tender terms & conditions under covering letter through hard copy.	16.02.2024 (2.30 PM).
Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and Price Bid at etenders.gov.in/eprocure/	03.02.2024
Date & time of opening of Part-A (i.e. Techno-Commercial Bid)	17.02.2024 at 03:05 PM
Date of opening of Part-B i.e. price bid	shall be informed separately
Validity of bids.	120 Days from the date of Techno Commercial bid opening.

LIST OF ANNEXURES

Part- I	Gvering letter, Part-I - Instruction to tenderers, Part-II- General terms & conditions, , all formats and submit the same along with Annexure-9 which is available in CCI web site www.cciltd.in_must-be-submitted by tenderer duly filled & Signed
1 411-11	-washing and the second
Annexure-10	Important instructions for E-Procurement
Annexure-11	Part-III- Special Terms & Conditions
Annexure-12	Part-IV- Technical Terms & Conditions
Annexure-13	Price Bid Proforma

Please visit our website www.cciltd.in for Covering letter, Part-I Instruction to tenderers, Part-II-General terms & conditions, all formats and submit the same along with Annexure-9 duly filled & signed along with the tender.



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Annexure-10

This is an E-Procurement event of CEMENT CORPORATION OF INDIA. The e-procurement service provider is NIC-Central Public Procurement Portal, New Delhi-110003.

You are requested to read the terms & conditions of this tender before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1 **Process of E-tender:**

Registration:

The process involves vendor's registration with tender wizard e-procurement portal. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. NIC-CPPP is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT <u>etenders.gov.in/eprocure/app</u>

- 1). Vendors are required to register themselves online with etenders.gov.in/eprocure/app Register as Vendor Filling up details and creating own user id and password→ Submit.
- 2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

In case of any clarification, please contact CCI/NIC-CPPP portal.

Contact person (Cement Corporation of India):

1. HOD (Prod)

CCI, Bokajan Cement Factory, Bokajan, Dist: Karbi Anglong

Assam-782490

Contact No.: **03675 –246339**, + M: 8287929991

E-mail: bkjpqc@gmail.com

2. HOD (MM)

CCI, Bokajan Cement Factory, Bokajan, Dist: KarbiAnglong Assam-782490, M: 6303223140 E-mail: bokajanmm01@gmail.com

(A) Help Desk (NIC-CPPP):

(E-commerce):

□ 0120-4001 002/005, 0120-6277 787

(B) System Requirement:

Windows 8, 10 Professional Operating System, Internet Browser-9, 10 &11 Signing type Class 3 digital signature Java JRE 6 and above.

THE VENDORS ARE ADVISED TO GO THROUGH THE <u>Help Manual</u> LINK AT <u>etenders.gov.in/eprocure/app</u> FOR GENERAL GUIDANCE ABOUT TENDER PROCESS.

- (A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.
- (B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by CCI. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.

Note:

The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However, in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.

- All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
- In case of failure to access the payment towards cost of tender document & EMD for any reason, the vender, in term, will not have the access to on line e-tender and no correspondence in this respect will be entertained and CCI will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of tender fee and EMD through Online well in advance and verify completion of transaction in respect of tender fee and EMD.

Vendors are instructed to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.

Once documents are uploaded in the library, vendors can attach documents through *Attach Document* link against the particular tender. For further assistance please follow instructions of Vendor Help Manual.

- All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by CCI. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with Tender wizard (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
- The responsibility of downloading the related corrigenda, if any, will be that of the responsibilities of the parties.
- 7 E-tender cannot be accessed after the due date and time mentioned in NIT.
- 8 Bidding in e-tender & Reverse auction:
 - (a). Bidder(s) need to submit necessary EMD and Tender fees (If ANY) to be eligible to bid online in the e-tender. Tender fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by CCI.
 - (b). The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid is explained in Help Manual.
 - a. In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.

- b. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- (c). The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- (d). All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter SUPPLIER.
- (e). It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system. Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- (f). No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
- (g). Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.
- O9 Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
- 10 No deviation to the technical and commercial terms & conditions are allowed.
- After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.
- 12 CCI has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
- The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website etenders.gov.in/eprocure/app of NIC-CPPP.
- The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
- 15 The bid will be evaluated based on the filled-in technical & commercial formats.
- The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
- Bidders are requested to read the vendor Help Manual in the home page etenders.gov.in/eprocure/app to familiarize themselves with the system before bidding.



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<u>Annexure-11</u>

PART-III: SPECIAL TERMS AND CONDITIONS

Special Terms & conditions of the Tender for the job pertaining to Coal Handling, Supervision and Liasoning with Railways from M/s ECL to CCI Bokajan by Rail movement.

The tender contains Part-I & Part-II general terms, Part-III special terms and conditions & Part-IV technical terms and conditions, and price bid. Please visit our website www.cciltd.in for Covering letter, Part-I- Instruction to tenderers, Part-II-General terms & conditions, Integrity pact, all formats and submit the same along with Annexure-9 duly filled & signed along with the tender.

1.0 PAYMENT OF FREIGHT:

Intimation for payment of coal freight right after weighment will be the responsibility of the contractor failing which any penalty levied will be borne by the contractor. Coal rake freight amount shall be deposited by CCI-Bokajan online through FOIS portal.

2.0 PENAL FREIGHT:

Whenever weigh bridge facility is not available at Colliery, the RRs are made as per chargeable weight basis, but en-route the Railways take weighment of few wagons out of total rake and derive the total quantity of rake. If the actual weighment of such wagons is more than chargeable weight, the Railway normally imposes penal freight. In such of an event the penal freight shall be borne by the consignees in such case contractor will take-up the matter with Railways and concerned collieries for refund of penal freight.

3.0 ON ACCOUNT OF QUALITY VARIATION:

If actual supply as received is found poor in quality than the grade for which it is billed for, and the third party sampling results do not conform the grade supplied, the claims for difference in cost as per actual grade received will be followed up by contractor for grade slippage as per protocol between CCI, QCI and concerned collieries, if any and arrange refund of claims.

4.0 RULES AND REGULATIONS:

The contractor shall observe all the relevant labour Laws/ rules/ regulations/ orders of the Central/ State Government and local authorities as applicable for the operation of the contract.

If any breach of labour laws/ rules/ regulations/ order is committed by the contractor/ his employees, the losses damages will be the sole responsibility of the contractor.

5.0 SECURITY DEPOSIT:

The contractor, who's tender is L-1 & awarded work order, will be required to furnish Security Deposit of 5% of order value in the form of DD/BG/FD for faithful performance of the contract within 7 days. Further S.D. shall be recovered at the rates as per clause (2) of Part II General terms & conditions by deduction from running bills of the commission and bonus charges of the contractor. The other terms and conditions as contained under Clause 2 Part-II of tender documents shall be applicable.

Security deposit recovered/received from the contractor shall be refunded to the Contractor after 1½ months of completion of work provided that the Contractor shall first have been paid all the bills including final bill subject to such deductions as are due under terms and conditions of the contract and has furnished `No claim certificate` to the concerned Department of Corporation. Any outstanding dues/recoveries shall be made good from the Security Deposit and only balance amount, if any, shall be refunded.

6.0 RATES:

The rates quoted shall be on per MT of coal basis for each of the services as called for in the price-bid proforma enclosed at Annexure with the tender.

The rates shall remain firm and fixed during the currency/extended period of the contract and no escalation whatsoever shall be allowed.

7.0 PAYMENT AND PAYING AUTHORITY:

Payment shall be made on the basis of quantity indicated in the RRs /Bill or actually delivered whichever is lower.

The contractor shall prepare the bill for payment on rake wise which shall be paid by the Corporation to the extent found in order by way of e-payment as far as possible within 30 (thirty) days from the date of receipt of bill.

Paying authority will be HOD (finance) CCI-Bokajan.

8.0 DURATION OF CONTRACT:

The contract shall remain in force for a period of 12 (Twelve) months with effect from the date of award of the work. However, Corporation reserves its right to extend Order for the same period on same rates, terms & conditions subject to satisfactory performance.

9.0 The tenderer shall extend their cooperation for account reconciliation with M/s. ECL as & when necessary.

10.0 ELIGIBILITY CRITERIA:

Tenderer must have experience of minimum of two (2) year in the relevant field i.e coal handling and supervision in different collieries of CIL. Offices of the tenderer should be located in West Bengal, preferably Asansol/ Kolkata area. Tenderer must have GST and PAN Number.

11.0 QUALITY:

Tenderer will try to arrange loading of good quality of coal at the site of ECL/loading point and incentive as per clause 2.0 will be applicable.

12.0 QUANTITY:

Coal Quantity to be handled & supervised in ECL will be $36,000 \pm 25\%$ MT in a financial year.

13.0 INCOME TAX:

Income Tax shall be deducted at source as per provisions of Income Tax Act. CCI reserves the right to terminate the contract within 15 days' notice without assigning any reason.

- **14.0** In the event of negotiation only downward revision of rates will be allowed. Any change in techno-commercial terms are agreed earlier will not be permitted at this stage. Any qualifying remark in the price-bid, revised/ negotiated offer will not be entertained.
- **15.0** In case disinvestments takes place during the contract period, the contract shall stand terminated from that date. No claim or compensation will be entertained on this ground from contractor.



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Annexure-12

PART-IV: TECHNICAL TERMS AND CONDITIONS

Technical Terms & conditions of the Tender for the job pertaining to Coal Handling, Supervision and Liasoning with Railways from M/s ECL to CCI Bokajan by Rail movement.

1.0 SCOPE OF WORK:-

- i) This contract will cover handling of coal on CCI's behalf from the ECL colliery as per Fuel Supply Agreement between CCI, QCI & Eastern Coalfields Limited and will involve broadly the following task. And also for FSA/E-Auction rake of ECL and any other colliery of CIL.
- ii) Contractor shall ensure that complete/max. Quantity as per CCI's requirement of coal against agreement is dispatched from the collieries to the concerned unit each month/whenever required.
- **iii**) Contractor shall arrange strict supervision of quantity and quality of coal loaded at various loading points of collieries for each rake so that the wagons are correctly loaded in accordance with the prevailing rules, & regulations of the Railways to minimize incidence of shortage and over loading. Efforts will be made to get the loading done from fresh stock free from extraneous/ foreign materials.
- iv) Contractor will check and ensure that wagons are loaded fully and weight recorded in the RRs should tally with the weight recorded in the weighbridge i.e. all wagons are weighed properly at the dispatching points. Wherever weigh-bridges are not available, coal loading should be checked on volumetric basis, if required.
- v) The contractor shall be responsible to identify best source of Coal in ECL colliery area of supply and will ensure to load better quality/grade of coal to CCI from collieries. CCI's requirement is G4 grade coal. One of the collieries identified for the above grade of coal is Bankola UG & contractor should inform best source of collieries for supply of coal as per our billed grade of coal.
- vi) The contractor will keep constant liaison and coordination amongst the CCl's Factory management, Railways (both H.Q. and Divisional level) and ECL coalfields and watch the interest of CCl's activities for quantity /quality of coal from M/s ECL/CIL, follow up with CFTM, Railway to get sanction for movement of the rakes to the concerned Unit. He will ensure that CCl's allotted coal rake is not lost on account of any default, by maintaining good liaison between ECL colliery, Railways and CCl's concerned Officers.

- vii) Whenever any rake is loaded/ moved, the contractor will send information to CCI Bokajan unit, so that Unit is ready to receive the consignment. The contractor will also furnish planning schedule i.e. submission of programme, sanction of rake, allotment of coal rake, supply of coal rake loading supervision, sampling supervision and weighment of coal rake, freight payment in time, on rake to rake basis to CCI-Bokajan.
- **viii**) Supervision of third party coal sampling at the loading point and collection of sample from third party and sending it to CCI Bokajan, as per tripartite agreement.
- ix) CCI reserves right to procure coal either from any other collieries of ECL/CIL. In case of non- operating the contract, the contractor will have no claim whatsoever and will not ask for any compensation for not procuring/procuring less quantity of coal from any of the coal companies.

2.0 PAYMENT OF INCENTIVE ON QUALITY OF COAL:

S.No	UHV Kcal/Kg coal	BONUS/MT
1	Above 5601	12
2	4941 to 5600	10
3	4711-4940	8
4	4500-4710	6
5	Below 4500	No bonus/incentive

UHV=8900-138(Ash + Moisture) Kcal /Kg coal

UHV will be calculated by above said formula. A total of 15 to 20 no's of samples will be collected after unloading of coal rake at CCIB siding and Ash and moisture will be determined at CCI laboratory at Bokajan. The report of the CCI Bokajan laboratory shall be final and binding upon you.

The contractor will have to keep track on rake movement of coal rakes and as far as possible ensure that there is no restriction for movement of coal rake from ECL. If at any time any restriction is imposed for some reason or other, contractor will do the required follow up/liasoning with Railway Authorities for getting the restriction on movement lifted as early as possible so that there is no shortfall in coal receipt at CCI-Bokajan.



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ANNEXURE-13

PRICE BID

Sl.	ITEM	QTY.	RATE (RS. PER M.T.)	
No.		IN M.T.	IN WORDS	IN FIGURE
1	Handling & Supervision charges of coal rake loading from ECL colliery and any other colliery of CIL for FSA/E-Auction only to ensure proper quantity & quality of coal loaded at various loading stations as per terms and conditions of the contract.	36,000 ± 25 %		

N.B.: -

- 1. In case of any differences in rates given in words and figure, the lower of the rate shall be taken.
- 2. GST will be reimbursed on submission of receipt.
- 3. Only basic price is to be mentioned in the rate column. GST will be extra as per applicable laws.

SIGNATURE OF BIDDER:

NAME: -ADDRESS: OFFICE SEAL:

PLA	CE:
DAT	ΓE:
