



**Cement Corporation of India Limited**  
(A Govt. of India Enterprise-ISO-9001:2015 certified)  
**Rajban Cement Factory,**  
**RAJBAN, Teh :Paonta Sahib(HP)-173029.**  
**CIN-U74899DL1965GOI004322**  
**Website: [www.ccilttd.in](http://www.ccilttd.in)**  
**e-mail: [rajban@ccilttd.in](mailto:rajban@ccilttd.in), [ccimmrjo@rediffmail.com](mailto:ccimmrjo@rediffmail.com)**

NIT NO.: RCF/MECH/PPContract/2023-24/01

Dated: 10.02.2024

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

1.0 Online electronic bids through Electronic Tendering System (ETS) are invited for **Cement Packing, Loading, Stacking of Cement packed bags in trucks/ tractors& other miscellaneous jobs in Packing plant at Rajban Plant site.**

The supplier should be having sufficient experience in the field.

The complete set of tender documents is available on websites [www.ccilttd.in](http://www.ccilttd.in),  
[www.eprocure.gov.in](http://www.eprocure.gov.in).

E-TENDER NO.	RCF/MECH/PPContract/2023-24/01
MODE OF TENDER	e-Procurement System (Online Part A - Techno-Commercial Bid and Part B - Price Bid) through <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a>
Date of NIT available to parties to download	<b>10.02.2024 at (11.40 hrs.)</b>
i) Earnest Money Deposit	<b>Rs. 2, 00,000/-</b> 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.
ii) Tender Fees	Nil
iii) Transaction Fee	Nil
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)	<b>16.02.2024 at (14.30 hrs.)</b>
Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and Price Bid at <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a>	<b>From: 10.02.2024 at (11.45 hrs.)</b> <b>Till: 16.02.2024(14.30 hrs.)</b>
Date & time of opening of Part-A ( i.e.; Techno commercial bid)  Part-B: Date of opening of Part-B (i.e; Price bid) will be informed separately.	<b>17.02.2024 at 15:00 hrs.</b>  To be communicated separately.
Validity of bids	120 days from the date of the techno-commercial bid opening.

Offer is invited for the following as per details given below

NIT No.	Name of the Item	Quantity
RCF/MECH/PP/2023-24/01	Cement Packing, Loading, Stacking of Cement packed bags in trucks/tractors & other miscellaneous jobs in Packing plant at Rajban Plant site.	15,000 MT±40% per month (Approx.)

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

HOD (Mech.)

**List of Annexure-**

The tender documents comprise of following:-

Annexure-A	Important Instructions to Bidders for E-Procurement.
Annexure-1	Covering letter which must be submitted by tenderer duly filled in.
Available on website	General terms & conditions , Part -1 & Part -2 along with annexures 1 to 9
Annexure-9	Declaration letter of having read and understand the GTC to be uploaded duly filled, signed and stamped
Annexure-B	Part-III- Special terms & conditions
Annexure-C	Input Tax Credit
Annexure-D	Price Bid Annexure To be submitted duly filled in on line as Part-B
Annexure-F	Detail Scope of Work

HOD (Mech)

**Annexure: A**

**Important instructions for E-Procurement**

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

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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.

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**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 [etenders.gov.in/eprocure/app](http://etenders.gov.in/eprocure/app)

1). Vendors are required to register themselves online with [etenders.gov.in/eprocure/app](http://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 (Mech)

CCI, Rajban Cement Factory,

+ M: 7827989585

2.HOD (MM)

CCI, Rajban Cement Factory, ,

M: 7827989566

E-mail [\\_ccimmrjo@rediffmail.com](mailto:ccimmrjo@rediffmail.com)

**(A) Help Desk (NIC-CPPP):**

**(E-commerce):**

8077213001

**(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 Help Manual LINK AT [etenders.gov.in/eprocure/app](http://etenders.gov.in/eprocure/app) FOR GENERAL GUIDANCE ABOUT TENDER PROCESS.**

	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by CCI. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p> <p><b>Note:</b> The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However, in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>
3	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4	<p>In case of failure to access the payment towards cost of tender document &amp; EMD for any reason, the vender, in term, will not have the access to on line e-tender and no correspondence in this respect will be entertained and CCI will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of tender fee and EMD through Online well in advance and verify completion of transaction in respect of tender fee and EMD.</p> <p>Vendors are instructed to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through <i>Attach Document</i> link against the particular tender. For further assistance please follow instructions of Vendor Help Manual.</p>
5	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).
6	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.

	<p>(d). All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter SUPPLIER.</p> <p>(e). It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system. Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>(f). No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms &amp; conditions for the tender.</p> <p>(g). Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p>
08	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
9	No deviation to the technical and commercial terms & conditions are allowed.
10	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.
11	CCI has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
12	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <a href="http://etenders.gov.in/eprocure/app">etenders.gov.in/eprocure/app</a> of NIC-CPPP.
13	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.
14	The bid will be evaluated based on the filled-in technical & commercial formats.
15	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.
16	Bidders are requested to read the vendor Help Manual in the home page <a href="http://etenders.gov.in/eprocure/app">etenders.gov.in/eprocure/app</a> to familiarize themselves with the system before bidding.

**Annexure-1**

COVERING LETTER WHICH MUST BE SUBMITTED BY THE TENDERER DULY FILLED IN, SIGNED AND STAMPED IN SEALED ENVELOPE SUPERSCRIBED WITH NIT RCF/MECH/PP/2023-24/01 dated 10.02.2024.

Sub. : E-tender for Cement Packing, Loading, Stacking of Cement packed bags in trucks/tractors and other miscellaneous jobs in packing plant at Rajban Plant.-Regarding

Ref:-Your NIT No.RCF/MECH/PP/2023-24/01 Dated 10.02.2024

Dear Sir,

With reference to your tender for the above work, We/I hereby submit our/my tender online in two Parts i.e.; Part-A Techno-Commercial bid and Part-B Price-bid as per NIT and 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 uploaded On-Line through [www.eprocure.gov.in](http://www.eprocure.gov.in)

S.no.	Description	Yes/No/NA
1.	The Tender Special terms and conditions in Part III Annexure-B 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)	
4.	Declaration letter having read and understood the GTC. (Annexure-9)	
5.	GST Registration No	
6.	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)	
7.	ITR for last three years ending 31 <sup>st</sup> March of previous financial year should be not less than Rs. 30 Lakh.	
8.	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	



**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 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

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

Yours faithfully,

SIGNATURE OF THE TENDERER WITH SEAL)  
WITNESS (NAME & ADDRESS)

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**(A GOVERNMENT OF INDIA ENTERPRISE)**

(AN ISO 9001-2015 CERTIFIED)

PO: RAJBAN CEMENT FACTORY, TEH.PAONTA SAHIB  
DIST. SIRMOUR (H.P.)-173029

**PART III: SPECIAL TERMS & CONDITIONS**

Rate/MT of Loading with the Contractor's own man power

In addition to the General Terms and Conditions of tender under PART – I & II, the following terms and conditions will also apply to the contract. These special terms and conditions, if contradictory to any conditions given in PART – I & II, will prevail upon the conditions given therein in PART III. Also, in case of doubt regarding description of work, its meaning / ambit etc, the interpretation of CCI will be final.

**ELIGIBILITY CRITERIA:**

1. Party shall submit the ITR for last three years ending 31<sup>st</sup> March of previous financial year which should not be less than Rs. 30 Lakh.
2. Contractor should have experience of supply of skilled manpower and have valid labour license for not less than 40 nos manpower.
3. The prospective Vendors should have experience of operation and maintenance works, supply of manpower for maintenance of equipment's in process industry.

**1.0 SCOPE OF WORK:**

- a) The schedule of work –Loading and stacking of cement packed bags into trucks and the allied packing operations. The details of various elements of works and Cleaning of Packing Plant are given in the enclosed Annexure- F.

**2.0 QUANTITY:**

The quantity to be handled is 15,000 MT  $\pm$ 40% per month. However, this quantity may vary upward/downward to any extent depending upon the requirement of the Corporation. The contractor shall not be entitled to any claim whatsoever on this account. However minimum payment will be made for dispatches of 8000MT per month

**3.0 DURATION OF CONTRACT:**

The Contract shall be for a period of **one year**. However, the Corporation reserves right to extend it for a further period of one year on the same rates, terms and conditions based on the satisfactory performance of the contract.

**5.0 PAYMENT OF BILLS, SECURITY DEPOSIT & OTHER CONDITION :**

- 5.1 The contractor shall submit monthly bills after the completion of work. The bills are to be submitted by 3<sup>rd</sup> of the succeeding month and payment will be made by the Corporation to the Contractor after verification of bills by P&A department/ Sectional In-charge. Payment will be made by e-payment/cheque. Paying Authority is HOD (Finance), CCI Rajban. The settlement of bills shall be subject to deductions, as may be applicable under the rules of law in vogue. Monthly bill will be processed with compliance doc. Contractor will attach proof of remittance copy of EPF, ESI/challan along with monthly ECR copy with bill.
- 5.2 The contractor shall make the payment to his labour engaged on the job only through their bank A/c & inform the same with proof to Corporation's authorized representative. The contractor will be entirely and exclusively be responsible for the payment of wages to his workers by 7<sup>th</sup> of every month, **failing to which a penalty @ Rs. 2000/- per day of delay in reimbursement shall be imposed**. The contractor shall be responsible for adherence of all the statutory provisions of Payment of Wages Act, Minimum Wages Act and any instructions given from time to time.

- 5.3 The payment against the work done by the Contractor shall be made within a week's time after submission of bills. The bills should be submitted by the contractor supported by a certificate of payment with duly signed and bank stamp, to the effect that the wages of labours have been paid by the contractor for the respective month for which bills are submitted for payment. GST will be deducted on the whole of the bill amount.
- 5.4 Before settlement of final payment, the contractor has to deposit all statutory records, registers, payment sheets in respect of leave with wages, payment of compensation for injuries, payment of compensation towards final payment to the labours and any other records that may be deemed necessary by the Corporation within Seven (7 days) of the completion / termination of contract and final payment would be released subject to clearance from Personnel dept.
- 5.5 Contractor is responsible for IT- TDS deduction for all the contract labour working under them. Every month if due as per IT act & deposit the same to govt. account. Copies of the same with list may be forwarded to P&A / Finance dept.
- 5.6 GST – TDS as applicable will be made from the bill as per GST act.
- 5.7 The GST, if applicable, shall be paid by the Contractor and shall be reimbursed by CCI on submission of Original documentary evidence / proof of having paid the same to the authorities.
- 5.8 TDS shall be deducted as applicable will be made from the bill as per IT act.
- 5.9 Contractor is responsible for payment of GST amount due to govt. account within the due date & uploads the bill.
- 5.10 **Security deposit @ 5% of order value is to be deposited with Paying Officer before start of work through RTGS/NEFT/BG (as per BG format of CCI)/FDR (Pledge to CCI Rajban) as per clause no. 2 of Part II General terms & conditions.**

## **6.0 WAGES & OTHER BENEFITS**

- 6.1 The contract Labour engaged in packing plant should be paid minimum wages as per the minimum wages notification issued by appropriate government i.e., Himachal Pradesh. Any increase/decrease in Variable Dearness Allowance will be added to the fixed initial basic wage structure. The change in applicable minimum wages as notify by the appropriate Govt. from time to time shall be notified to CCI by contractor.
- 6.2 If there is an increase in the wages declared by H P Govt., the same will be paid by the contractor to contractual workers deployed by him, the rates escalation will be given by CCI as per the note of "Price Bid".
- 6.3 The contractor/bidder shall be liable to pay the minimum rates of wages revised from time to time as notified by appropriate government (HP). The bills not accompanied with the copies of the orders issued by appropriate government regarding the revised rates shall not be entertained for settlement of bills.
- 6.4 The contractor will be paid only on tonnage basis as per rates finalized. The contractor shall be liable to pay all the payments related to workers including statutory payments.
- 6.5 Copy of necessary documents/certificates i.e. AADHAR, Bank account copy, PAN card copy should be submitted of all contract workers by contractor, UAN card copy is to be generated by the contractor within 15 days from the deployment.
- Contractor shall submit all returns, forms timely under the various Acts & rules as applicable in the office of Labour dept. as applicable.
  - Contractor shall be responsible for payment of both share of contribution (Employer & worker) of EPF & ESI.
  - 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. ESI sub-code from the branch office of Paonta Sahib(HP) for availing the ESI benefits by the contract workmen.

- Contractor shall ensure the deposition of ESI & EPF contribution on or before 15<sup>th</sup> of every month for timely compliance.
- The contractor shall be responsible to pay compensation under the employee's compensation act 1923 to such of the workman who may suffer injuries/death due to accident while on duty. The contractor shall purchase insurance policy/ cover from any of the insurance companies for his workman under employee's compensation act 1923 including medical benefits and produce the same to the corporation within 15 days of award of contract.

6.6 The relationship between CCI and the contractor/bidder would be that of the Customer and a Service provider and none of the contract labour or agents 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 contract labours or agents before deploying them for services to be rendered to CCI. As a token of their agreement for such a relationship a signed declaration by the labour/agent shall be obtained by the contractor/bidder from his contract labours and/or agents and be produced as and when called upon to do so by the customer/CCI, and employment card under contract labour act central rules in the form-XIV (under rule-76) must be given to worker and copy duly accepted by worker to be submitted to CCI before deploying them.

6.7 The contractor/bidder would be liable to ensure that all the statutory payments like ESI, PF, Bonus, Minimum wages, etc as applicable are paid by him with in prescribed time as applicable to them under law. The evidence of compliance along with ECR to this effect shall be submitted to CCI by the contractor/bidder every month along with the bill, failing which payment of the bill may be withheld or stopped. CCI will in no way be responsible for or associate itself with payment of any statutory liabilities or the salary paid or payable to the personnel engaged by the contractor/bidder.

6.8 The wages and other benefits shall be paid by the contractor to his workers through bank account of the workers only and the contractor/bidder shall be liable to submit along with bill the certified copies of bank passbooks reflecting therein entries of the wages paid to its contract labours in accordance with the Minimum Wages Act prescribed by appropriate government for deployed contract workers from time to time. The bills not accompanied with the copies of payment proofs shall not be entertained for payment. Non-compliance to this effect may even lead to termination of services and agreement thereof.

6.9 The Contractor shall submit the Acquittance of paid payment every month latest by 25<sup>th</sup> of the following month, a statement showing the names of the various labours deployed during the previous month along with details of their temporary and permanent address, number of days worked and wages paid or any other information desired by the Corporation. Any replacement/addition/deletion of manpower shall be informed to CCI.

6.10 The following facilities have to be extended to each Contract Labour in addition to the wages. This should be included as an element in the lump sum rate quoted.

Sl no.	Item	Quantity	Frequency
1	Dust mask	Two	Monthly(First week of month)
2	Markin cloth	One metre	Monthly(First week of month)
3	Hand gloves	One pair	Monthly(First week of month)

			month)
4	Jaggery	76.92 gm Per day on attendance basis	Monthly(First week of month)
5	Coconut oil	38.40 gm Per day on attendance basis	Monthly(First week of month)
6	Soap	04 x 100 gm	Monthly(First week of month)
7	Uniform with stitching charges	02 set=Pant + shirt	Yearly(Within 02 months after placement of WO)
8	Safety toe with steel toe with ISI mark	01 pair	Yearly(Within 02 months after placement of WO)
9	Apron	01	Half yearly(Within 02 months after placement of WO)
10	Safety helmet	01	Yearly(Within 01 week after placement of WO)

**Note:- All items mentioned in the above table shall be provided to all labours by the contractor of failing which CCI shall provide them and the amount will be deducted from running bills of contractor along with additional incidental charges @ 20% of the value of items**

All safety gadgets viz. PPE's ( Mask, Gloves , Helmet, etc... ) and above mentioned items shall be provided by the contractor timely to each labour free of cost and ensure the utilization of these PPE's mandatory on workplace.

The contractor/bidder should comply any other safety PPE's not mentioned in the above list as per requirement and instructions of section in charge/safety officer as per Factories Act 1948 & HP Factories Rules 1950 and Covid 19 situation and ensure the utilization of these PPE's mandatory on workplace.

Payment of Bonus as per the provision of the Payment of Bonus Act 1965 shall be made to all the eligible Contract labours by the Contractor.

- 6.11 The Contractor shall be liable for compensation to his workers, payable under the ESI/ Workmen's Compensation Act, 1923 or any other Act in case of accident. In case he fails to pay the compensation, the Corporation reserves the right to make the payment and recover the same from his bills or security deposit.
- 6.12 The contractor shall be responsible for due observance of all provisions of Factories Act 1948 & HP factory rules 1950 in respect of workmen employed by him and maintain all the records and registers as per the Act including accident & adult register etc.
- 6.13 Contractor should issue pay slips showing earnings / deductions made to every workmen whenever wages are paid at least one day prior, on approved format.
- 6.14 The payment by the contractor to his workmen should be made Through Bank A/c & Bank payment duly certified by bank should be submitted to Personnel & Administration Dept. The contractor should obtain license under the Inter State Migrant Workmen (RECS) Act, 1979 and maintain all records in this regard. He should produce all the records whenever asked for Inspection by any visiting Govt. Official or by the Personnel & Administration Deptt. In the event of non-production of correctly maintained records, the Corporation shall have the right

to terminate the contract, forfeit the Security Deposit and may make payment of his workmen directly from the Running bills at the risk and cost of the contractor. For such termination one month notice shall be given by the Corporation.

- 6.15 The contractor is responsible for compliance of all statutory requirements and all labour enactments as applicable to this Establishment, in respect of workmen employed by him. **The contractor shall be responsible to pay compensation under the Employees Compensation Act, 1923 to such of the workmen who may suffer injuries/death due to accident while on duty. The contractor shall take group insurance policy/cover from any of the insurance companies for his workmen under Employees compensation Act, 1923 & produce the same to the corporation within 15 days of award of contract.**
- 6.16 In the event, if the contractor fails to pay and provide to his workmen wages and welfare facilities as per Law / Rules / instructions of the Corporation or in accordance with this contract, the Corporation may dispose-off such cases paying directly and such amount will be deducted from his running bills / Security deposit etc.

## **7.0 RULES AND REGULATIONS**

- 7.1 In case of (i) stoppage/cessation of work by the workmen acting in combination, or (ii) a concerted refusal to work, or (iii) a refusal of work under common understanding of the **workmen** employed by the contractor, which amounts to **strike**, the principle of '**No Work No Wage**' will be adopted by the contractor as per the provisions of **Industrial Disputes Act, 1947 or Payment of Wages Act and Rules** framed there under, as amended from time to time.
- 7.2 The contractor shall comply with all provisions of various Labour enactment including Contract Labour (Regulation & Abolition) Act, 1971, Factory Act, 1948, EPF & ESI act, Payment of Bonus Act, 1965, Payment of Wages Act, 1936, Employees Pension Scheme, 1995 and the rules amended there under or any other rules/acts applicable from time to time. The contractor shall also maintain relevant records as per above laws as applicable to him. He shall produce the records before Central/State/Management Authorities as and when required. In the event of any default on the part of the contractor in compliance with the provisions of Labour enactments or rules framed there under, the contract shall be terminated without notice and the Management shall have the right to take such steps, as may be in its interest and as may be considered necessary.
- 7.3 The contractor shall obtain license from the appropriate authority for employing adequate contract labours under the provisions of Contract Labour (R&A) Act, 1970. The license should be produced to the Corporation within 15 days of commencement of work.
- 7.4 The contractor shall be responsible for the observance of all the provisions of Contract Labour (R&A) Act, 1970 and maintain all the records & registers as per the said Act and shall produce them for Inspection by the Corporation officials/Govt . Inspecting officials appointed under the Act.
- 7.5 The contractor shall ensure that the workmen engaged by him are medically examined as per the amended Factories Act. One copy of same to be submitted to the Corporation for record.
- 7.6 The contractor will ensure that all workers engaged by him for Packing Plant operations are physically as well as medically fit. **However, no worker should be engaged who is below the age of 18 years or has attained the age of 58 years.**
- 7.7 The contractor shall get the character and antecedents verified of all the workmen employed by him through CCI within three months from the date of issue of LOI / Work Order from the concerned District authorities and shall issue proper Identity card with photograph duly signed by him with seal or his authorized agents signature which are subject to check by the Security officials of the Factory at the Main Gate while allowing them to work etc. The contractor shall be responsible for proper observance of discipline by all the workmen employed by him. Any damage caused by any worker shall be deducted from the bill of the contractor.

The contractor shall observe all the statutory laws as on date or enacted from time to time and shall be liable for violation of any of the laws.

- 7.8 The contractor shall indemnify the Corporation for any loss or damage due to the non-implementation of any of the provisions of various Labour legislations applicable in respect of the labours engaged by him.
- 7.9 The contractor has to adhere to all measures for providing safety equipment for safe working of his employee inside the factory and will give adequate First Aid/Medical Facilities to his employees. The cost of medicines supplied by the Corporation will be recovered from the Contractor's bill.
- 7.10 The contractor shall execute the work by engaging their own contract worker and should pay minimum wages as per the minimum wages act as decided by the appropriate Govt.
- 7.11 The contractor will ensure issue of employment card on form no. XIV(U/R-76) and photo Identity Card to his workman; which is required to be produced while entering the factory gate of CCI daily. Besides Biometric punching by each contract worker and Supervisor to be done on entry and out from the factory gate.
- 7.12 The workers engaged by the contractor shall follow all the orders, rules & regulations of CCI pertaining to discipline at work place or otherwise. If any violation /and affects the interest of the Corporation, punishment up to termination may be imposed as per instruction of CCI/Authority.
- 7.13 The contractor shall employ experienced supervisors in each shift to carry out the work safely. The contractor shall have to make himself or his representative available at the work spot for proper supervision and contact the concerned official for any direction regarding operation if required. Worker Supervisor employed by the contractor shall follow all orders, rules & regulations of CCI pertaining to discipline at work place or otherwise. In & out Biometric punching to be done at the factory gate by Supervisor. If Contractor fails to deploy Experienced Supervisor, the Corporation reserves the right to engage the same at his/her risk and cost.
- 7.14 Working hour: Normally loading is done every day and as per requirement/instruction loading program. Contractor has to deploy minimum required workers per shift depending upon the dispatch schedule given to the contractor by the officer-in-charge of Packing Plant.
- 7.15 Loading and Stacking of packed cement bags in Truck should be carried out without using hooks. All the safety equipments required for the same are to be provided by the Contractor.
- 7.16 The loading of cement into trucks shall be carried out daily as per requirement of dispatch of cement on all the days of the week at the discretion of the Management.
- 7.17 Contractor shall be responsible for operation of the Packing Plant on all the shifts and on all the days (including Sundays and Holidays) as directed. In case trucks are not available in shifts, no compensation shall be payable to the contractor or his worker towards idle wages
- 7.18 The contractor will be responsible for providing adequate number of workers having experience of operation and maintenance works, supply of manpower for maintenance of equipment's in process industry.
- 7.19 Any loss occurring due to non-engagement of sufficient / required labours shall be at the risk and cost of the contractor. In this context, the contractor has to make available adequate number of labours at the Factory gate in each shift and required labours as per the advice of Packing Plant In charge will only be allowed inside the Factory. The labour so employed will be the employees of the Contractor and the Corporation will have no liability, whatsoever, except as that of the Principal Employer.
- 7.20 The contractor shall make his own arrangement for accommodation for himself and for all his labour. However, accommodation for supervisor will be considered as per availability of quarter.
- 7.21 Weekly rest shall be given to the labour without affecting the work progress in any manner.

- 7.22 Contractor would be held responsible for any indiscipline on the part of the labours, his supervisors and including contractor failing which the Management reserves the right to stop / prevent entry of any of the workmen / supervisor of the Contractor without assigning any reason, thereof, and this will not form a cause for loss of output and performance of the Contractor.
- 7.23 Any item of work can be added or deleted as deemed fit by the Corporation and the work load as decided by the Corporation and his workers.
- 7.24 All tools and tackles required for the work shall be procured by the contractor and kept in good working condition by the contractor at his cost and shall be responsible for their safe custody.
- 7.25 The Contractor must ensure 10% Check weighment of shift wise dispatch by deploying adequate manpower and no relaxation whatsoever will be allowed. A proper record on appropriate Performa will also be kept by him.
- 7.26 The contractor shall be responsible for housekeeping, cleanliness and hygienic conditions. The cleaning is required to be made in the entire area of Packing house at loading points, loading chutes etc. after cleaning the swept Cement should be put back in the processes and packed in bags wherever necessary the contractor will remove all the spillages from all the floors and from all the process equipments, locations including Cement silos top / bottom, screw conveyors, feed valves, hoppers, bucket elevator pits, of Cement mill but located near Packing house area, belt conveyors etc. occur during the process of loading. The spillage shall not be allowed to be accumulated and has to be removed on day-to-day basis for which a separate gang has to be deployed. Any Cement bag damaged or Cement got set due to the negligence of the contractor shall be charged to the contractor as per actual rate. The cleaning of the area has to be done on day to-day basis. Accumulation of Cement spillage shall not be allowed for a long period and claims for bags filling / cleaning shall not be permitted.
- 7.27 The Contractor shall follow the instructions, rules and regulations of the Corporation in force from time to time.
- 7.28 The contractor shall not employ manpower in excess of the number for which license has been obtained/granted during the tenure of the contract.
- 7.29 The contract workers working in the Packing plant are workmen of the Contractor. It will be his responsibility to ensure that all benefits mentioned in this contract are percolated down to his workmen. In the event of any work stoppage on account of any problem regarding benefits or otherwise he must ensure that Packing plant keeps on running by replacing workers or bringing in fresh workers etc. Under no circumstances, any work stoppage should occur. He will pay for any loss incurred by the Corporation on this account if any. The contractor will directly discuss with his worker / workers union, if any, on matters pertaining to their grievances and problems. Contractor should ensure that relations among his workmen are peaceful and harmonious.
- 7.30 Any of the contractor's labour creating indiscipline or committing any act detrimental to the interest of Corporation shall be subject to "gate bandi". (not allowing to enter the premises of the Factory).
- 7.31 In case the contractor replaces or debar a worker from entering the Factory he shall give in writing to the Security officer / Management for information to Executing Department.
- 7.32 Any slowdown , concerted stoppage of work or dereliction of duty or concerted refusal to work by the workmen of the contractor which in turn cause loss and damage to the Corporation shall tantamount to non-fulfillment of conditions of the contract on the part of the contractor and the Corporation in such situation reserves the right to terminate the contract without any notice or engage another agency at the risk and cost of the contractor. The expenditure on this account shall be deducted from the bills of the contractor and if there are no bills running or pending, from the future bills / Security deposit etc.
- 7.33 **In the event of non- performance or poor performance of the work against the clause nos. 7.32 due to which actual loss occurred to the corporation will be charged as penalty and will be deducted from the running RA bill. No separate communication will be given to the contractor in this regard. The decision of the corporation in assessing damage / loss shall be final and binding**



**on the contractor. The corporation will, however not be bound to prove that it has suffered the loss to the extent of penalty levied.** Therefore, contractor has to keep sharp eye on the manpower deployed for their performance.

- 7.34 In case, dis-investment takes place during the contract period , the contract will be terminated with one month's notice.
- 7.35 The Contractor shall indemnify the Corporation from all liabilities.
- 7.36 The contractor shall enter into agreement on a non-judicial stamp paper of requisite value within a month.
- 7.37 The daily minimum requirement of Cement loading will mainly depend upon the availability of trucks. The Contractor will have to engage labours according to the availability of the carriers and complete the work irrespective of Cement qty. ( MT ) distribution as directed by the Officer In-charge or the representative of the Corporation / Factory authorities.
- 7.38 The payment will be as per the rate of the dispatch slabs and on the basis of the total quantity loaded in trucks and as certified by the Officer in charge of the packing plant. However, minimum wage payment has to be ensured by the contractor as per the eligibility (skilled/semi-skilled/un-skilled). Example : Packer operator, loader as skilled worker , Housekeeping & irrespective to dispatch quantity, etc.
- 7.39 The stenciling and branding of bags / screen printing should be done well in advance as per instructions of the Officer In-charge and ISI mark, week end number and year should be bold and should not be illegible.
- 7.40 **Packer Operator for operation and maintenance of Packer Machine and bucket elevator will be provided by the Contractor. The operator should be skilled enough to do adjustment of packing machine by himself. Day to day Maintenance of packer machine will be in scope of contractor.**
- 7.41 **All spillages not suitable for reprocessing in Packing Plant shall be required to be shifted to the point inside the Factory as per the directions of the Packing house In-charge. Necessary labour in this connection shall be supplied by the contractor under the cleaning item only.**
- 7.42 The contractor will be responsible and accountable for the bags delivered to him for packing, loading till they are counted and loaded into the trucks.
- 7.43 The contractor shall be liable for the due observance of all statutory provisions either for engagement of labour or otherwise submission of periodical returns and information as many as called for by any authority from time to time.
- 7.44 The contractor shall either himself supervise the execution of the contract or shall appoint competent agent. The name of the representative(s) of the contractor who would be responsible for taking instructions from the Corporation/Factory authorities shall be communicated to the Corporation. The contractor or his authorized capable supervisors should always be available at the site. Contractor has to make all payments to these Supervisors so engaged and no payment whatsoever shall be made by the Corporation to them.
- 7.45 In order to ensure proper dispatch of Cement, CCI Officials will be doing check/test weightment of the packed bags. It is imperative on behalf of the Contractor to provide necessary help in ensuring smooth process of work weightment of the bags and no separate payment for this purpose will be given by CCI.
- 7.46 In case contractor's performance is found to be unsatisfactory, Corporation may terminate the contract at any time and forfeit S.D., money without assigning any reasons thereof or deploy such agency as the Corporation may deem fit at the cost and risk of the contractor with extra expenditure, if any debited to his account.
- 7.47 The contractor has to follow the instructions and directions of the Corporation as and when issued by Packing Plant In-charge or his nominees.

- 7.48 The bales should be stacked in proper way in bags godown which can be accounted at any time. **Unloading of bags / bales from trucks** to be done in a stipulated time, otherwise any loss will be deducted from Contractor's bills.
- 7.49 The contractor shall be responsible for the accounts of bags issued for packing and damaged bags / rejected bags and shift wise accounting should be given to Packing Plant In-charge or his nominee.
- 7.50 Bags are to be stamped in every shift as per loading requirement and as instructed by Packing in-charge. **All materials like stamp, ink etc. is under Contractor's scope.**
- 7.51 Stacking of bales in cement bags godown will be done in a systematic way so that it is possible to count them at any time of the day as per the directives of Packing Plant In-charge or any representative of the Corporation.
- 7.52 Half-filled Cement bags should be refilled and loaded after proper checking of Weighment (i.e. 50 kg / bag.)
- 7.53 For dispatch from 10,001 to 15,000 MT per month, a fixed amount of Rs. 30.00 per MT of dispatched quantity will be paid over and above dispatches of 10,000MT. For dispatch from 15,001 MT per month and above, a fixed amount of Rs. 40.00 per MT of dispatched quantity will be paid over and above dispatches of 15,000MT. The rate chart guidance (clause 7.60) may be referred for the benefit and guidance of bidder.
- 7.54 In case the implementation of any of the above conditions is violated or obstructed or pro-estimated by the contractor, the Management shall impose penalty as deemed fit by them or with-hold the running bills or Security deposit.
- 7.55 The above Special Terms and Conditions are subject to change as per the change in the statues / notifications / office orders / Corporate Policy directions etc. forming part of tender documents.
- 7.56 For the benefit and guidance to the bidder, the Rate chart guidance is enclosed as Annexure – E.
- 8.0** In the event of negotiations, only downward revision of rates will be allowed. Any change in Techno-commercial terms as agreed earlier will not be permitted at the stage of negotiation. Hence, any qualifying remarks in the Price bid revised / negotiated offer will not be entertained.
- 9.0** For any typographical error in these tender documents, meaning shall be considered in the right perspective by the Contractor.
- 10.0** **CCI as a principal employer shall not be responsible for any reminder benefit such as workman compensation or Gratuity. It shall be the responsibility of contractor and it cannot be linked with the duration of the association of the contractual workers with the CCI.**
- 11.0** **Consumption of alcohol while on duty/habitual absentee/ involvement in any kind of misconduct/ in any kind of theft or sabotage of any property of the corporation by any contractual worker will lead to permanent removal of the said contractual worker and may even lead to termination of the contract.**

**Detail Scope of Work**

The details work for Loading and stacking of cement packed bags into Trucks and allied packing Operations are as follows.

1. Unloading of bales from trucks and shifting & stacking at packing house godown manually whenever required
2. Opening of bales, removing wrappers and hoop iron, shifting of wrappers hoop iron etc. At the directed places.
3. Printing of week no., year, price etc. on HDPE bags.
4. Shifting of bags from go-down to packer machine manually
5. Supply of bags from packer machine floor to packer operator by hand for cement packing.
6. Dedusting, bundling (25 nos. In one bundle), shifting & stacking of burst bags at the directed place.
7. Operation of fluxo-packer by providing labour.
- 8. Packer Operator for operation and maintenance of Packer Machine and bucket elevator will be provided by the Contractor. The operator should be skilled enough to do adjustment of packing machine by himself. Day to day maintenance of packer machine will be in scope of contractor.**
9. Diversion of packed bags.
10. Regulating of packed cement bags properly in the conveyor belt coming out of packer machine.
11. Test weighment of packed bags to the extent of minimum 10% of actual loading & adjustment of machine if required by providing counter-weights etc. For correct weight as per BIS specifications.
12. Loading of packed bags from,

**For Truck**

- a) Belt to Truck.
  - b) Belt to Platform including stacking as directed.
  - c) Platform to Truck.
  - d) Truck to truck.
  - e) Truck to Platform including stacking as directed.
13. Removing of light weight bags from belt, first floor, packing machine & hand/machine filling to correct weight & putting back to conveyor for loading (in case of overweight / less weight bags are loaded in trucks. The bags are to be unloaded & manually the bags are made to correct weight).
  14. Removing of light weight bags from belt, first floor, packing machine & hand/machine filling to correct weight & putting back to conveyor for loading (in case of overweight / less weight bags are loaded in trucks. The bags are to be unloaded & manually the bags are made to correct weight).
  15. Cleaning of Packing Plant and surrounding areas as per Annexure-G.
- And any other allied work related with loading and stacking of cement packed bags into Truck.

**NOTE** :-

1. The work will not be awarded in respect of any single element of work. The party who has quoted lowest rate in totality will be considered for the award of work. The Order value will be decided on the basis of contract quantity of 175000 M.T. per year.
2. **Packer Operator for operation and maintenance of Packer Machine and bucket elevator will be provided by the Contractor. The operator should be skilled enough to do adjustment of packing machine by himself. Day to day maintenance of packer machine will be in scope of contractor.**

**SCOPE OF WORK FOR THE CLEANING OF PACKING PLANT**

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SL. NO. DESCRIPTION OF WORK

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1. CLEANING / SWEEPING OF ALL THE FLOORS OF PACKING PLANT BUILDING, ELEVATOR PIT AND ELEVATOR INSIDE CASING IN THE EVENT OF JAMMING, GUNNY BAGS GODOWN, SILOS (TOP & BOTTOM) COMPRESSOR HOUSE, OFFICES, ALL RCC ROOFS ETC. (EXCLUDING ROOFS OF CGI SHEET).
  2. CLEANING/SWEEPING OF 10 MTRS. AREA AROUND THE ABOVE BUILDINGS.
  3. JUNGLE CUTTING OF 10 MTRS. AREA AROUND THE BUILDING GIVEN ABOVE AT SL. NO. 1.
  4. CLEANING OF NALLAS/DRAINS PASSING THROUGH ABOVE BUILDING (SET MATERIAL) FROM THE NALLAS / DRAINS IS TO BE TAKEN OUT & TO BE SHIFTED TO DIRECTED PLACE.
  5. CLEANING OF ALL THE EQUIPMENTS INSTALLED IN THE ABOVE BUILDINGS SUCH AS, BUCKET ELEVATORS, ROTARY SCREEN, CEMENT HOPPERS, PACKER MACHINE, SPILLAGE SCREW CONVEYOR, LOADING BELTS ETC.
  6. CLEANING OF BAGS OF DUST COLLECTOR ON ALTERNATE DAYS AND FIXING OF BAGS AS AND WHEN REQUIRED.
  7. SWEPT / SPILT / SET MATERIAL IS TO BE RECYCLED INTO THE SYSTEM SHIFTED TO CRANE GANTRY / CLINKER YARD. ALL LUMPS ARE TO BE BROKEN TO LESS THAN 3" SIZE. THIS INCLUDES SCRAPPING OF SET MATERIAL ALSO.
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Note:-The daily deployment on all week days including holidays should in no case be less than four Workers. If required more than four workers are to be deployed.

## **ANNEXURE : C**

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 materials. For availing INPUT-TAX Credit, following documents are required to be submitted along with supply of materials:-

- i) A clear GST invoice, having HSN code duly stamped and signed by the supplier.
  - ii) The GST rate and amount should be clearly shown separately in the Tax-invoice.
  - iii) The copy of the Tax-invoice or as specified in GST meant for transporter.
- iv) Supplier will also upload tax Invoice on GST Portal & pay GST to Govt.

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

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

Signature of Tenderer  
with stamp & seal

**CEMENT CORPORATION OF INDIA LIMITED**

**( A Govt. of India Enterprise )**

(AN ISO 9001-2015 CERTIFIED)

PO: RAJBAN CEMENT FACTORY, TEH.PAONTA SAHIB

DISTT. SIRMOUR (H.P.)

**Price Bid**

**Rate / MT of Cement Loading with the contractor's own Man Power**

**TENDER NO. : RCF/MECH/PP/2023-24/01**

**PRICE BID DATE : 10.02.2024**

Sl. No.	Job Description	Dispatch Range ( MT / Month )	Rate (INR /MT) In Figures	Rate ( INR / MT ) In Words
1)	Cement Packing, Loading, Stacking of Cement packed bags in trucks/tractors & other miscellaneous jobs in Packing plant at Rajban Plant site.	Up to 10000		

Note :

1. For dispatch from 10,001 to 15,000 MT per month, a fixed amount of Rs. 30.00 per MT of dispatched quantity will be paid over and above dispatches of 10,000MT. For dispatch from 15,001 MT per month and above, a fixed amount of Rs. 40.00 per MT of dispatched quantity will be paid over and above dispatches of 15,000MT. The rate chart guidance (clause 7.60) may be referred for the benefit and guidance of bidder.
2. Price escalation due to revision in minimum wages shall be allowed and calculated as under:  
For this purpose, 80% of the quoted cost shall be considered for wage escalation.  
Considering the work order rate (based on the tender date minimum wages) as 'M'; and the minimum wages is revised from Rs.100 to Rs.105, then the increment, in unit rate payable, shall be calculated as:  $[(M * 80\%) * (105-100) \div 100]$ .  
  
This increment amount due to wage escalation shall not be applicable to the amounts mentioned at note serial no.1.
3. Minimum guaranteed payment to the Contractor for 8000 MT per month will be ensured. However, if minimum dispatch of 8000 MT per month is not achieved due to the fault of contractor or his deployed workers, in that case, bill will be made only for actual dispatch on pro-rata basis.
4. The work will not be awarded in respect of any single element of work. The party who has quoted lowest rate in totality will be considered for the award of work. The Order value will be decided on the basis of contract quantity of 175000 M.T. per year.

**SIGNATURE OF THE TENDERER**

**WITH SEAL**

**DATE:**

**SIGNATURE OF THE TENDER**

**ISSUING OFFICER**