

CEMENT CORPORATION OF INDIA LIMITED

(A Government of India Enterprise)

AN ISO 9001:2015 CERTIFIED COMPANY

TANDUR CEMENT FACTORY

PO: CCI-TANDUR - 501 158

VIKARABAD Dist, (Telangana State)

Phone No.: 08411-247221

Fax No. : 08411-247243

GSTIN No.: 36AAACC0949B1Z5

CIN: U74899DL1965GOI004322

ECC No.: AAA CC 0949 BXM 006

mm_tdo@ccilttd.in, ccimm_tdo@rediffmail.com

Ref: TCF/MM/3195/23/02

Date: 06.04.2024

Sub:-Single Tender for Supply of Spares for Multi Channel Burner Blower

-:oOo:-

Interested parties may send your offer by POST in sealed covers containing two separate covers inside i) Credentials & Supporting documents and (ii) Commercial cum Price bid which should reach us before due date. If, the credentials are found suitable, the Techno-commercial bid shall be opened. The decision of the Corporation is final.

HOD (MM)

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F02 (PUR-P-02)

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SPEED POST

Tender Enquiry No: TCF/MM/3195/23/02	Date : 06.04.2024
	Due Date: Immediate
	<u>NOTE: PLEASE SEND YOUR OFFER BY POST ONLY</u>
	<u>ATTENTION</u> INDICATE TENDER NO. & DUE DT. ON YOUR ENVELOP WITHOUT FAIL
	YOUR OFFER SHOULD BE VALID FOR MINIMUM 60 DAYS

Dear Sir(s),

Please submit your most Competitive offer for the following items, as per terms and conditions mentioned in the enclosed Annexure.

Sl. No.	Description	Quantity	Unit Rate	Amount
01)	Spares for Multi Channel Burner Blower, Make: TMVT Root Blower, Model: 3MTL-250 (The list of items are as per enclosed Annexure-I) <u>NOTE:</u> - Please submit the Integrity Pact & Proprietary Article Certificate duly filled & Signed - Test Certificate of material should be submitting along with supply - There should be matching marks on gear wheel pave - The Unit rate shall include all the elements like Basic Rate Freight & any other charges, excluding GST	Total 22 Items		

Encl: as above

for CEMENT CORPORATION OF INDIA LIMITED,

AUTHORISED SIGNATORY

(Contd....2)

:: 02 ::

01) **GENERAL**

- a) **PRICES:** FOR destination up to CCI-Karankote on door delivery basis. Rate should be quoted including freight charges and any other charges.
 - b) **PACKING & FORWARDING:** To be included in the Unit rate
 - c) Item shall comply energy efficiency norms as per ISO 50001:2018
 - d) **DELIVERY:** 30 days from the date of order
 - e) Please furnish GST percentage, GSTIN & HSN Code of the material in the offer.
- 02) Confirm if price are as per DGS & D Rate.
- 03) Confirm prices are as applicable to Govt. Public – Sectors.
- 04) **PAYMENT:** 100% within 30 days from the date of receipt of material.
- 05) Transit insurance to be arranged by the Consignor/Supplier
- 06) Prices shall be firm till the completion of supplies.
- 07) Please indicate your GST No, in the absence of this information your firm will be treated as a Un-registered firm and your prices will be loaded accordingly.
- ~~08) **EARNEST MONEY DEPOSIT:** If the value of the tender is more than Rs.5.00 Lac, EMD@ 2% by way of RTGS/NEFT only has to be furnished along with offer.~~
- ~~09) **SECURITY DEPOSIT:** In the event of placement of Purchase order, you have to furnish Security Deposit at the rate of 5% of the total order value in the form of Cash/DD or Bank Guarantee from any Nationalized Bank within 15 days from the date of orders. This is applicable for order having value more than ₹ 5.00 Lakh for Orders having value less than this amount, the clause is not applicable).~~
- 10) **DELAYED DELIVERY CLAUSE:** In case of any delay in the delivery (a) You will be charged with the Liquidated damages the rate of ½% of the value of the undelivered portion per week or part thereof subjected to a maximum of 5 % (b) Also we may resort to risk purchase clause given in Clause No.11.
- 11) **RISK PURCHASE CLAUSE:** In the event of delay in supplies or failure to supply the material, we may resort to the procurement of material from elsewhere at your risk and cost.
- ARBITRATION:** All disputes in case value exceeds ₹50,000/- will be referred to Arbitration as per Indian Arbitration Act. Arbitrator has to be appointed by C&MD of CCI.
- 12) **JURISDICTION:** Vikarabad Dist, (Telangana State) Civil Courts.
Drawings, Sketches etc., if any send along with tender enquiry have to be returned with the offer.
- 13) Our Corporation reserves the right to cancel or accept or reject any offer or tender without giving any reason or justification.
- 14) Our Corporation reserves the right to split the order to more parties.
- 15) The bidders do not have any claim on the award of Work order/ Supply order.
- 16) CCI have the rights to place "**Repeat Order**" at the same rate, terms & conditions of original order with the consent of the supplier.
- 17) Individual offer should be given for each enquiry. Clubbing of offers against more than ONE enquiry is not allowed and such offers will be rejected.
- 18) **GUARANTEE AND WARRANTY:** The material offered against this tender has to be guaranteed for satisfactory working for a period of 18 months from the date of supply.

(Contd....3)

:: 03 ::

19) **INTEGRITY PACT & IEM:**

- i) The tenderers should go through the Integrity Pact (Annexure-I) in detail and should submit the same, duly signed by Proprietor/Director/Partner. The conditions of the Integrity Pact shall be applicable, during the period of the contract or extension thereof. In case the contract is sub-let by the successful Tenderer with the permission of the Corporation, the Principal Contractor/successful tenderer shall take responsibility for adoption of Integrity Pact by the Sub-Contractor.
- ii) The person signing Integrity Pact shall not approach the Courts while representing the matters to IEM & he/she will await their decision in the matter.
- iii) Independent External Monitor (IEM) shall oversee the compliance under the Integrity Pact. The details of IEM are given in the CCI website.
- iv) The stake holders may approach the IEMs regarding any unethical terms/practices of the organization.
- v) The IEM would examine all complaints received by them.
- vi) The IEM are supposed to resolve issues raised by an Intending bidder regarding any aspect of the tender which allegedly restricts competition or displays bias towards some bidders.
- vii) Vendors/Bidders having any grievance complaint relating to the tender at any stage may approach the IEM directly, preferably by email. The IEM will look into their grievances/ complaints promptly, objectively and independently.

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Enquiry No.3195/23/02

/ANNEXURE-I/

SPARES FOR MULTI CHANANEL BURNER BLOWER

MAKE: TMVT ROOT BLOWER, Model: 3MTL-250

Sl.No.	Description of Item	Quantity
01)	Rotor with Shaft I, Part.No.4.00	01 No.
02)	Rotor with Shaft II, Part.No.5.00	01 No.
03)	Sealing Bush, Part.No.8.00	04 Nos.
04)	'O' Ring, Part.No.9.00	04 Nos.
05)	Bearing Housing, Part.No.10.00	04 Nos.
06)	'O' Ring for Inner side Bearing Housing, Part.No.11.00	04 Nos.
07)	Spacer Ring, Part.No.12.00	04 Nos.
08)	Pressing Ring, Part.No.14.00	04 Nos.
09)	Distance Bush A II Side, Part.No.15.00	01 No.
10)	Splash Guard (DE) , Part.No.16.00	01 No.
11)	Lock Washer 'A' side, Part.No.17.00	02 Nos.
12)	Lock Nut 'A' Side, Part.No.18.00	02 Nos.
13)	Gear Wheel Pair, Part.No.19.00	01 No.
14)	Locking Washer 'B' Side, Part.No.20.00	02 Nos.
15)	Splash Guard (ND), Part.No.21.00	01 No.
16)	Lock Washer 'B' Side, Part.No.22.00	02 Nos.
17)	Lock Nut 'B' Side, Part.No.23.00	02 Nos.
18)	Distance Ring A I Side, Part.No.24.00	01 No.
19)	Sealing Flange A I Side, Part.No.25.00	01 No.
20)	Oil Seal, , Part.No.26.00	02 Nos.
21)	Gasket for casing cover A & B, Pt.No.28.00	02 Nos.
22)	'O' Ring for A I outer Cover (DE), Pt.No.29.00	01 No.

INTEGRITY PACT

Between

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

Preamble:

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

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

Section 2 – Commitments of the Bidder(s) / Contractor(s):

- (1) The Bidder(s) Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act, further The Bidder(s) / Contractor(s) will not use improperly; for purpose of compensation or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any, Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in 'Indian Rupees only.
- e) The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory too such offences.

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

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

Section 4 – Compensation for Damages:

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

Section 5 – Previous transgression:

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

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

- (1) The Bidder(s) / Contractor(s) undertake(s) to demand from all sub-contractors the commitment consistent with this Integrity Pact, and to submit it to the Principal before contract signing.

- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

Section 7–Criminal charges against violating Bidder(s)/Contractor(s)/Sub-contractors:

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

Section 8–Independent External Monitor/Monitors:

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

Section 9 – Pact duration:

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

Section 10 – Other provisions:

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

(For and on behalf of the Principal)

(For and on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place: _____

Date: _____

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

Company letter head

Proprietary Article Certificate

We confirm that the offered item is a sole proprietary item of _____ and not Manufactured/marketed by any other Manufacturers/M/s. is sole authorized dealers for selling of this product in Bangalore.

We confirm, the offered is applicable to all Govt/PSUs departments and we have not sold this item on lesser rate other than the offered on in this current financial year 2023-24.

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