

Cement Corporation of India Limited

(A Govt. of India Enterprise)

Bokajan Cement Factory
Distt.:- Karbi Anglong
(Assam)

Email:-bkocivil@gmail.com
Website: www.ccilttd.in

Date:- 13.04.24

NIT No. CCI/BKO/CIV/RAIWAY SIDING MAINTENANCE/24-25

2 bid (techno-commercial bid and price bid) open e-tender on online electronic bids through Electronic Tendering System (ETS) are invited from the experienced parties who are interested in tender for **“Annual Maintenance Contract of CCI Private Railway Siding at Bokajan Cement Factory for 2+1 years as per the Scope of work detailed in the tender”**. The Contractor should have experienced manpower *, resources etc. to take up the above work. The complete set of tender documents is available on websites: www.ccilttd.in and <https://etenders.gov.in/eprocure/app>, designed, developed and hosted by National Informatics Centre (NIC)

E-TENDER NO.	CCI/BKO/CIV/RAIWAY SIDING MAINTENANCE/24-25
MODE OF TENDER	E-Procurement System (Online Part A :Techno-Commercial Bid and Part B : Price Bid) through https://etenders.gov.in/eprocure/app .
Date of NIT available to parties to download	13/04/24 17:00 hrs
i) Earnest Money Deposit	₹ 44800.00 to be paid through online mode only with Debit Card, Credit Card & NEFT/RTGS.SSI units registered with NSIC, MSME and Public Sector Undertakings are exempted from furnishing EMD only.
ii) Tender Fees	Nil
iii) Transaction Fees	Nil
Last date of submission of EMD and other documents required as per tender terms & conditions under covering letter(Annexure: A-II)	27/04/2024(10:00 hrs)
Date & time of opening of Part- A (i.e. Techno - Commercial Bid)	27/04/2024(11:00 hrs)
Part-B Price Bid: Date of opening of Part- B i.e. price bid shall be informed separately	shall be informed separately
Validity of bids	120 days from the date of the techno- commercial bid opening.
Date of pre-bid meeting	19/04/2024 , Venue : Bokajan Cement Factory : Confirm your participation by 18/04/2024 Contact : 8638838134

*PO or any documents as proof that they have worked in railways as contractor/petty contractor.

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

NIT No.	Name of the Item	Quantity
CCI/BKO/CIV/RAIWAY SIDING MAINTENANCE/24-25	Annual Maintenance Contract of CCI Private Railway Siding at Bokajan Cement Factory for 2+1 years as per the Scope of work detailed in the tender	Scope of Works as per Part III and Annexure –D

1. Only those tenders will be eligible who fulfill the terms & conditions mentioned in the tender documents duly signed by the tenderer on each page of tender document signifying the acceptance of tender.
2. The price-bid should be filled **online only** as per CCI's Price - Bid format (Annexure F), otherwise, the tender is liable for rejection. Please be cautious not to include the price bid in the techno-commercial bid.

CEMENT CORPORATION OF INDIA LIMITED

(A Govt. of India Enterprise; ISO 9001:2015 Certified)

List of Annexure

The tender documents comprise of following:

Index	Description	Action Required
Annexure - A	Important Instructions to Bidders for E-Procurement.	Sign and upload
Annexure - B	Covering letter which must be submitted by tenderer duly filled in.	Fill , Sign and Upload
Annexure – C	Part - III	Sign and upload
Annexure- D	Scope of work.	Sign and upload
Annexure -E	Input Tax Credit	Fill , Sign and Upload
Annexure -F	Price Bid - Performa-	To be filled online only
Part I	GTC	Sign and upload
Part II	GTC	Sign and upload
Annexure -1	Scanned copy of Covering letter	Fill , Sign and Upload
Annexure -2	Scanned copy of Integrity pact & IEM	Fill , Sign and Upload
Annexure-3	Certificate whether any officer of your Corporation is related to me/us or not	Fill , Sign and Upload
Annexure - 4	List of unexecuted orders in hand as per	Fill , Sign and Upload
Annexure - 5	Bidder firm/ Company profile	Fill , Sign and Upload
Annexure 6	Details of Tools & Tackles	Fill , Sign and Upload
Annexure-8	Details of orders executed, including CCI during last 3years	Fill , Sign and Upload
Annexure - 9	Declaration letter having read and understood the GTC	Fill , Sign and Upload

All the above documents are given as attachment to the NIT. Please download and upload as instructed.

Important Instructions for E-procurement

This is an e-tender event of CEMENT CORPORATION OF INDIA. The e-tender service provider is Central Public Procurement Portal (<https://etenders.gov.in/eprocure/app>), designed, developed and hosted by National Informatics Centre (NIC).

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

1.	<p>Process of E-tender :</p> <p>Registration:</p> <p>The process involves free vendor's registration with Central Public Procurement Portal (https://etender.gov.in). 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 will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a personal computer (PC) connected with Internet. NIC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE PRICE BID AND THE TECHNO-COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT https://etender.gov.in</p> <p>Vendors are required to register themselves online with https://etender.gov.in Visit the sitemap of the portal and click on the Bidder enrollment for registration. Click on the Bidders Manual Kit to familiarize with the working of the portal. In case of any clarification, please contact CCI/ NIC (before the scheduled time of the e- tender).</p> <p>Contact person (Cement Corporation of India):</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>HOD (M.M.), CCI, Bokajan Cement Factory, Dist. Karbi Anglong, Assam -782490 Mobile No.: 8897856954 E-mail : bokajanmm01@gmail.com</p> </td> <td style="width: 50%; vertical-align: top;"> <p>HOD (Civil) Bokajan Cement Factory, Dist. Karbi Anglong, Assam-782490 Mobile No : 8638838134 E-mail: bkocivil@gmail.com</p> </td> </tr> </table> <p>Help Desk (NIC-CPPP): E-commerce : 0120-4001 002, 0120-4001 005, 0120-4493395 International bidders are requested to prefix +91 as country code.</p> <p>B) System Requirement: Windows 8,10 professional Operating System, internet browser-9,10 and 11 Signing type III digital signature Java JRE 6 and above</p>	<p>HOD (M.M.), CCI, Bokajan Cement Factory, Dist. Karbi Anglong, Assam -782490 Mobile No.: 8897856954 E-mail : bokajanmm01@gmail.com</p>	<p>HOD (Civil) Bokajan Cement Factory, Dist. Karbi Anglong, Assam-782490 Mobile No : 8638838134 E-mail: bkocivil@gmail.com</p>
<p>HOD (M.M.), CCI, Bokajan Cement Factory, Dist. Karbi Anglong, Assam -782490 Mobile No.: 8897856954 E-mail : bokajanmm01@gmail.com</p>	<p>HOD (Civil) Bokajan Cement Factory, Dist. Karbi Anglong, Assam-782490 Mobile No : 8638838134 E-mail: bkocivil@gmail.com</p>		
2.	<p>(A) Part -A : 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-B : Price bid will be opened electronically of only those bidder(s) who's Part-A Techno-Commercial Bid is found to be Techno-Commercially acceptable by CCI. Such bidder(s) will be intimated date of opening of Part-B Price bid, through valid email confirmed by them.</p> <p>Note: The tenderers are advised to offer their lowest possible rates taking into account the prevailing market conditions. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However, if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>		
3.	<p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.</p>		

4.	<p>In case of failure to access the payment towards non-refundable fees for any reason, the vendor, 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 non-refundable fees through separate DD well in advance and verify completion of transaction in respect of non-refundable fees.</p> <p>Vendors are instructed to use Upload Documents link in My menu 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 Attach Document link against the particular tender. For further assistance please follow instructions of vendor guide.</p>
5.	All notices/corrigendum 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 Central Public Procurement Portal (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 downloading parties.
7.	E-tender cannot be accessed after the due date and time mentioned in NIT.
8.	<p>Bidding in e-tender:</p> <p>a) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>b) 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>c) 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.</p> <p>d) 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>
9.	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.
11.	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.
13.	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website https://etender.gov.in .
14.	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.
16.	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, punitive action including suspension and banning of business can also be taken against defaulting bidders.
17.	Bidders are requested to read the bidder manual kit in the sitemap of https://etender.gov.in to familiarize themselves with the system before bidding.

Covering Letter

(On the letterhead of the bidder)

To,
HOD (Civil)
Cement Corporation of India Ltd.
Bokajan Cement Factory
Distt- KarbiAnglong (Assam), 782490

Subject: “Annual Maintenance Contract of CCI Private Railway Siding at Bokajan Cement Factory for 2+1 years as per the Scope of work detailed in the tender”.

Ref. No.:- NIT No. CCI/BKO/CIV/RAIWAY SIDING MAINTENANCE/24-25 **Dated:** 13/04/2024

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 up-loaded On-Line through <https://etender.gov.in> of **Central Public Procurement Portal**, designed, developed and hosted by National Informatics Centre (NIC).

Annual Maintenance Contract of CCI Private Railway Siding at Bokajan Cement Factory for 2+1 years as per the Scope of work detailed in the tender			
Sl. No.	PARTICULARS	Please fill all this from I to VII	Remarks
I	Name of the Firm		
II	Postal Address		
III	Contact with STD code		
IV	Fax with STD code		
V	Name of Contact Person		
VI	Mobile No.		
VII	e-mail ID		
Sl.No	Description	Yes/No/NA	
1	The Tender Special terms and conditions in Part I, Part II and Part III Annexure-C , Annexure D 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	Certificate whether any officer of your Corporation is related to me/us or not (Annexure-3)		
5	List of unexecuted orders in hand as per (Annexure - 4)		
6	Bidder firm/ Company profile (Annexure - 5)		
7	Details of Tools and tackles/ plant and machinery installed. (Annexure - 6)		
8	Details of testing facilities installed. (Annexure -7)	NA	
9	Details of orders executed, including CCI during last 3years (Annexure-8)		

10	Declaration letter having read and understood the GTC. (Annexure - 9)	
11	GST Registration No.	
12	Scanned copy of the PAN card in the name of company (in case of proprietary firm it can be in the name of the proprietor)	
13	Partnership Deed/Memorandum & Article of association	
14	Balance sheet for last 3 yrs (for the period FY 21-22, 22-23 and 23-24).	
15	ITR certificate of last 3 yrs (AY 21-22, 22-23 and 23-24)	
16	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	
17	Input Tax credit(Annexure G)	
18.	Submission of EMD(DD/BG/Gateway)	
19	Labour licence	
20	PF Registration	
21	ESIC Registration	
22	PO/Any document as proof of working as contractor/petty contractor in Railways	

Part - B: Price bid to be 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.....Mob
- e) E-mail

Yours Faithfully

Signature of the Successful tenderer Seal

Witness (Name & Address)

Signature of Witness

- 1. _____
- _____
- 2. _____
- _____

**CEMENT CORPORATION OF INDIA LIMITED
BOKAJAN CEMENT FACTORY**

Name of work : Maintenance of CCI private railway siding from '0' KM i.e., Take off point at Bokajan railway station to factory siding including yard.

(PART-III SPECIAL TERMS AND CONDITIONS)

This tender contains Part-I and Part-II General terms, Part-III special terms and conditions and price bid. All these documents are to be submitted duly signed and stamped by the tenderer.

In addition to the General terms and conditions of the tender Part-I and Part-II the following special terms and conditions also apply to the contract. These special terms and conditions if contradictory to any of the conditions given in Part-I and Part-II shall prevail up on the conditions given therein.

INTRODUCTION / CCI RAILWAY SIDING DETAILS:

The private Railway siding of CCI-Bokajan Cement Factory take off point is located at the end of the Bokajan railway station (BKJ) toward Khatkhati. The siding comprises of curved and straight tracks. The distance between the take-off point (0 KM) of the railway track and the end buffer stop is 1.5 km. The unloading yard is 600 m with a track on each side of the platform. Therefore the total length of the broad gauge railway tracks is 2.5 km approximately.

The Contractor is deemed to be aware of the site condition while submitting the bids. Please attend Pre-bid meeting on 19/04/2024 , Venue : Bokajan Cement Factory

SCOPE OF WORK :

Maintenance of the CCI Private Railway Track including Points and crossings as per standards prescribed for Private Siding on Indian Railway.

1. The **AMC** requires the total supply of manpower for all types of maintenance, supervision and liaisoning as and when required.
2. **Scope of Work:** The AMC shall cover the following aspects related to the private railway siding, excluding signaling and electrical components:

a. Track Maintenance:

Regular/periodic inspection and maintenance of the track alignment, including:

Checking rail alignment, gauge, and level.

Tamping and packing of ballast.

Replacing damaged sleepers.

Ensuring proper drainage to prevent waterlogging.

Monitoring rail joints , checking elastic clips, pads ,greasing and welding as needed.

b. Sleeper Maintenance:

Inspection and replacement of sleepers as and when required.

Ensuring proper spacing and alignment of sleepers.

Addressing any issues related to sleeper fastenings.

c. Ballast Maintenance:

Cleaning and leveling of ballast.

Adding fresh ballast as needed.

Ensuring proper compaction for stability.

d. Track Geometry and Alignment:

Periodic measurement of track geometry parameters (such as cant, twist, and alignment).

Corrective actions based on geometry deviations.

e. Vegetation Control:

Clearing vegetation along the track to prevent obstruction.

Regular trimming of trees and bushes.

f. Inspection of Turnouts and Crossings:

Checking the condition of turnouts (points) and crossings.

Lubrication and maintenance of moving parts.

g. Level Crossings:

Inspection and maintenance of level crossings (if applicable).

Ensuring proper functioning of gates and signals.

h. Safety Measures:

Regular inspection of trackside safety features (fencing, warning signs, etc.).

Reporting and addressing any safety hazards.

i. Documentation:

Maintaining records of inspections, maintenance activities, and repairs.

Providing periodic reports to the client.

Providing list of spares in advance.

j. Exclusions: The following aspects are excluded from the AMC:

- **Signaling System:** Maintenance of signals, interlocking, and related equipment.
- **Electrical Components:** Maintenance of electrification, lighting, and power supply systems.
- **Spares and consumables** are excluded from the contract but consumables for welding and thermite welding shall be inclusive.

k. Frequency of Maintenance:

The contractor shall follow a preventive maintenance schedule and shall organize the maintenance as per the volume of traffic in the CCI railway siding.

Breakdown maintenance (in case of emergencies) should also be included.

l. Contractual Terms:

The AMC charges shall cover personnel, tools and tackles, welding machines, PPE and other necessary expenses deemed to have been used in the track maintenance.

The contractor will maintain liaison with the Railway for any track certification (if required) on the behalf of CCI. **Whenever required** It will be the responsibility of the Contractor to get the track inspected by the Railway authorities and obtain a Certificate of Fitness of the Track from the Competent Authority.

3. The labour engaged by the Contractor shall be the employees of the Contractor only and the Corporation will not have any liabilities whatsoever, other than that of the Principal Employer.
4. The consumable items i.e., oil, lubricant, grease and spares required for the work shall be issued to the contractor at free cost. The contractor shall maintain a records of its use/replacement/etc.
5. **Period of Contract:**
The period of contract shall be TWO YEAR (24 Months) and can be extended for further ONE YEAR (12 MONTHS) at the same rate, terms and conditions will be at the discretion of CCI.
6. **Other terms and conditions :**
 1. In case of any damage caused to Railway track due to improper maintenance the damaged track shall be repaired by the Contractor at his own cost within reasonable time to the entire satisfaction of Engineer-in-charge. Depending up on work, Contractor is required to engage additional manpower round the clock without any extra cost by CCI.
 2. The Contractor shall be required to observe Railway Safety Rules and Regulations during the execution of work. In case of accident attributed to the defective improper maintenance and negligence of the Contractor, the cost of damages and losses penalties levied by Railways on CCI for derailment / hold-up rolling stock etc., and losses suffered by the Corporation consequent to this shall be borne by the Contractor.
 3. During the course of the Contract period the contractor shall abide by all the relevant labour laws and other statutes enforced by the Central / State Government as may be applicable or made applicable to the Contract from time to time.
 4. The Contractor must be aware of necessary safety appliance is required to provide to his labours at his own cost. The contractor must fulfill the entire statutory requirement as per the labour laws/act and shall keep CCI absolved from any litigations of complications arising from the contractors negligence.
 5. The contractor shall be required to submit the statutory documents to CCI as and when desired.
 6. The liability under the Workmen Compensation Act or any other statutes shall be with the contractor only. Contractor should have his own ESI code No./obtain the code No. from ESI authorities.
 7. All tools and tackles for the work as required shall be arranged by the Contractor at no extra cost to the Corporation. Valid Contract Labour License shall be submitted to CCI prior to commencement of the work.
 8. **GST:** Contractor should register themselves under GST and provide GST Registration number. Eligible GST will be paid by CCI to the contractor and after submission of proof of payment by the Contractor, towards GST, the same will be adjusted in GST account. Therefore contractor should ensure payment of GST within the time given by the Government.
 9. The Contractor shall ensure that no trees are cut without prior permission by labourers staff or any other agent engaged by them. The Contractor shall ensure that no damage(s) intentionally or unintentionally is done to the railways or CCI because of his poor workmanship and negligence. All losses shall be duly converted and deducted from the contractor through any source(s) related to him that may be available with CCI.

Annexure C

10. **Earnest Money Deposit (EMD):** Earnest Money Deposit (E.M.D) for this work will be 44800/- (Rupees Forty four eight hundred only). The EMD will be converted in to a portion of Security Deposit in case of successful tenderers.
11. **Security Deposit (SD):** Security Deposit of 5% on the work order value will be deposited by the Contractor. The Security Deposit will be refunded by the Corporation to the Contractor subject to fulfilling the following:
 - a. 03 (THREE) MONTHS satisfactory completion of contract period and finalization of final bill.
 - b. Necessary NO DUES CERTIFICATE from CCI, Contractor, and producing No Claim Certificate, from the contractor.
12. **Dispute:** In the event of any dispute arising under these terms and conditions, the decision of General Manager or any official authorized by him on his behalf shall be final and binding. All disputes arising out of or in any way shall be deemed to have arised at Bokajan only, the courts at Karbi Anlong District shall have the Jurisdiction to determine the same.
13. In case disinvestment takes place during the contract period, the contract shall stands terminated from that date. No claim of compensation will be entertained on this ground from Contractor.

PLACE : SIGNATURE OF THE
DATE : TENDERER / CONTRACTOR WITH SEAL

**CEMENT CORPORATION OF INDIA LIMITED
BOKAJAN CEMENT FACTORY**

Scope of Work

Sl. No.	Description of Works	Unit	Estimated Quantity
1	Track Maintenance <ul style="list-style-type: none"> • Panel Clips checking/etc. • Greasing and lubrication • Rubber plate changing • Tightening of all types of bolts • Cutting of jungle along the track and tree branches for clearing overhead lines • Cleaning drains & culverts • Checking cross points, guide rails and turn outs • Inspection of slippers • Cleaning and leveling of Ballast 	Rs/metre	1.5 km / month and staggered maintenance of 2.5 km
2	Slipper Maintenance (replacement , adjustments for spacing)	Rs/no.	10 sleepers /annum
3	Rail track : replacement, alignment, leveling , welding	Rs/metre or Rs/rail length	4 rails/annum
4	Adding fresh ballast as required	Per m ³	20 m ³ / annum

Contractor Responsibilities:

- The contractor shall arrange all the necessary tools and tackles at their end.
- The contractor will arrange his own electric boards and cables for tapping electric connections at site.
- The welding machine(s) and thermite welding equipment, along with their consumables, will be arranged by the contractors.

Supply of Materials:

- All required spares, including elastic clips, rubber pads, lubricants, fishplates, sleepers, rails, and various bolts, will be supplied to the contractor by CCI free of charge.
- CCI will also provide the necessary ballast for the sleepers.

Advance Notification:

- The contractor must inform CCI well in advance about their material requirements.

Facilities Provided by CCI:

- CCI would grant free of charge access to workshop facilities for machining and related purposes, subject to availability at that moment.
- CCI would provide free power connection for grinding, welding, etc. at the site but subject to availability of electricity points for connection.
- Additionally, CCI would offer the use of the department tractor for transporting goods and ballast, but subject to availability.



Cement Corporation of India Limited

(A Govt. of India Enterprise)

Bokajan Cement Factory

Dist. : Karbi Anglong, Assam-782 490

(An ISO 9001:2015 Certified Company)

CIN : U74899DL1965GOI004322

Phone No. : 03675 – 246638, Fax No. : 03675-246107

E-mail ID: bkocivil@gmail.com Website: www.ccltd.in

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) Party will pay GST timely to Government and upload invoice on GST portal.

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, and 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.

Tenderer's Signature

Dated:

Name & Address with Seal



PART-I: INSTRUCTIONS TO TENDERER:

1. GENERAL:

- 1.1. The tender should be addressed to the officer who has invited the tenders.
- 1.2. Any offer made in response to this tender, when accepted by the Cement Corporation of India Ltd., will constitute a contract between the parties.

2. SUBMISSION OF TENDER:

- 2.1. Two-Part Bid procedure in electronic form shall be adopted for preparation, submission and evaluation of the bids.
- 2.2. The bidder should digitally sign the bid submitted. Softcopy of the bids (Techno-Commercial Bid and Price Bid) and Annexure-9 shall be uploaded through the portal on or before the submission time and date as stipulated in the bidding document.
- 2.3. Other conditions:
 - i. The tenderer has to declare at Annexure-9 that he has not been debarred from tendering for contracts in any of the departments of Govt./Semi Govt./Public Sector Undertaking and Local Bodies.
 - ii. The tenderer has to certify at Annexure-9 that the information given by him/them 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 him/them by the Corporation for damages.
 - iii. In the event of the tender being submitted by a firm, each partner thereof must sign it separately. In the event of the absence of any partner, it must be signed, on his behalf, by a partner holding power of attorney authorizing to do so.
 - iv. In the case of a company, the tender should be signed in the manner as laid down in the said Company's Article of Association.
 - v. A true copy of the partnership deed (and Articles and Memorandum of Company) duly attested should be furnished.
 - vi. Tenders received after the specified time & date are liable to be rejected.
 - vii. Tenders not submitted / uploaded in the prescribed formats and not completed in all respect are liable to be rejected.
 - viii. In case of sale of tender document, the tender documents are non-transferable. Only those firms, who have purchased the tender documents, can participate in the tender.
 - ix. Tenderers shall not be entitled to claim any costs, charges, expenses or incidentals for or in connection with the preparation and submission of their tenders even though the Corporation may decide to withdraw the "Notice Inviting Tender" or reject any/all tender(s) without assigning any reasons thereof.
- 2.4. The bidder shall prepare the bid and submit the bid online on "Electronic Tendering System" in following manner.

Part -A: Techno-Commercial Bid:

The following documents duly filled in, signed and stamped are to be up-loaded On-Line through **www.cci-etender.com** in the prevalent e-tendering partner.

1. The scanned copy of covering letter (Annexure:1)
2. Submission of Earnest money through e-Payment (through e-tendering portal Gateway)/ through BG as per format, wherever applicable.
3. Declaration (Annexure:9), duly filled in and stamped, on Bidder's letterhead.
4. Scanned Copy of Integrity Pact (Annexure: 2) (This is to be submitted for tenders with values, which exceeds the prescribed value of tender).
5. Copy of GST Registration Certificate.
6. Copy of the PAN card of the company. (in case of proprietary firm it can be in the name of the proprietor).
7. Certificate if any officer of Corporation is related to bidder or not (Annexure:3).
8. List of unexecuted orders in hand as per Annexure :4.
9. Additional information to be furnished (Annexure:5).
10. Copy of foreign collaboration, if applicable.
11. The Annual Turnover of the firm of bidder as per audited balance sheet for last 3 financial years.
12. Reference from the Bankers indicating financial status of the company.
13. The certificate from the appropriate Govt. Authority certifying that the bidder is the manufacturer of items for which offer is submitted.
14. MSME certificate with Udyog Adhar no. (For MSME Vendor).

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

3. OPENING OF TENDER:

- 3.1. Part-A i.e. 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.
- 3.2. Part-B i.e. Price bid will be opened electronically of only those bidder(s) whose Part-A Techno-Commercial Bid is found to be Techno-Commercially acceptable by CCI. Such bidder(s) will be intimated date of opening of Part-B Price bid, through their valid email IDs as mentioned by them.

4. CLEAR UNDERSTANDING:

When a tenderer submits his tender documents in response to this tender, he is deemed to have understood fully about the requirement, terms and conditions. No extra payment will be made or any other claim whatsoever entertained on the pretext that the tenderer did not have a clear idea of any particular point(s).

5. VALIDITY OF OFFER:

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

6. AWARD OF CONTRACT:

- 6.1. The Corporation reserves the right:
 - i. To accept in its sole and unfettered discretion any tender for whole or part quantities/part work or to reject any or all tenders without assigning any reasons thereof and without entitling the tenderer to any claim whatsoever.
 - ii. To award the contract to more than one firm, either at equal price or at different prices.
 - iii. To enter into parallel contracts simultaneously or at any time during the period of the contract with one or more tenderer(s), as the Corporation may deem fit.
 - iv. To place adhoc order simultaneously or at any time during the period of the contract with one or more tenderer(s) for such quantity and for such jobs as the Corporation deem fit.
- 6.2. Normally no price negotiation will be conducted. Tenderers are advised to quote lowest rates on firm basis in their offers.
- 6.3. Firms, which have failed to fulfill earlier contractual obligations, may not be considered.
- 6.4. If no separate agreement has been signed by the parties to the contract, the LOI/ Order resulting from this tender including all negotiation and detailed order to be issued subsequently, with its terms and conditions and stipulation as agreed to by the tenderer and to the extent modified during negotiations, constitutes the contract agreement relating to the work between the successful tenderer and the Corporation and the parties shall be bound by the terms and conditions and all provisions of this contract.
- 6.5. The Corporation does not bind itself to accept the lowest or any tender and to assign any reason for non-acceptance of the same.
- 6.6. The Corporation shall mean and include the administrative and executive officers of its Corporation Office at New Delhi as well as of factories/ projects as the case may be who are identified to deal with matter relating to this contract on its behalf.
7. In case of the due date of sale/ submission/opening of tender falling on Government holiday(s), the succeeding working day/date will be treated as due day/date automatically. However, the time will remain unchanged.
8. The tenderer should have adequate experience in the related field and should furnish supporting documents giving details of similar job executed during last three years as per format enclosed (Annexure-8).

9. INTEGRITY PACT & INDEPENDENT EXTERNAL MONITOR (IEM):

- 9.1. The tenderers should go through the Integrity Pact (Annexure-2) in detail and should submit the same, duly signed by Proprietor/Director/Partner as per Clause 4 of Part A. 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.
- 9.2. The person signing Integrity Pact shall not approach the court while representing the matters to present IEM & he/she will await their decision in the matter.

- 9.3. IEM shall oversee the compliance under the Integrity Pact. The details of present IEM is given in the CCI website.
 - 9.4. The stakeholders may approach the IEM regarding any unethical terms / practices of the organization.
 - 9.5. The IEM would examine all complaints received by them.
 - 9.6. The IEM is expected to resolve issues raised by bidder regarding any aspect of the tender, which allegedly restricts competition or displays bias towards some bidders.
 - 9.7. 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
- 10. MSME ACT-** As per MSME Act-2012, 25% of the total tendered quantity shall be reserved for the vendors, registered with MSME, with quoted landed cost within the band L-1 +15%, provided they agree to supply at the landed cost of L-1. Out of the 25% of tendered quantity, 20% shall be reserved to the MSME entrepreneurs' with SC/ST category. Besides out of 25% total procurement from MSMEs, 3% procurement shall be from MSMEs owned by women. For award of this quantity, the vendors shall have to submit the valid MSME certificate (with SC/ST category, if any) along with the techno-commercial bid of the tender. This shall be possible only if the L-1 bidder is not MSME. In case of more than one such MSME, the quantity shall be shared proportionately.
- 11. START UP INDUSTRIES-** For industries which have started the business during last 3 financial years, the submission of the credentials like audited balance sheets, performance certificates for materials supplied during last 3 years may not be mandatory for the purpose of meeting the eligibility criteria of the tender. They can submit the documents for the financial years during which their manufacturing unit was in operation. However the list & documents of plant and machineries etc. are required to be submitted.



PART-II: GENERAL TERMS AND CONDITIONS

1. EARNEST MONEYDEPOSIT:

- 1.1. All tenderers including those registered with the Corporation should furnish earnest money, as specified, through e-Payment (through e-tendering portal Gateway) in favor of Cement Corporation of India Limited, New Delhi. Tender received without the Earnest money deposit, as specified in the tender, will be liable for rejection. Any other money held by or pending with the Corporation against any other contract will not be generally adjusted/ treated as EMD for this tender.
- 1.2. Earnest money will be forfeited if the rates are revised/or modified upward during the validity period or extended period. Earnest money will also be forfeited if the security deposit is not furnished within 15 days from the date of LOI or work not started after acceptance of the tenderer's offer by CCI.
- 1.3. The Earnest money deposit will not bear any interest.
- 1.4. The Earnest money deposit of successful tenderers would be adjusted towards the Security deposit and that of others will be refunded, except in the cases mentioned in 1.2 above and mentioned in Clause 2.3below.
- 1.5. Public Sector Undertakings (Central/State) and SSI units registered with NSIC and MSME are exempted from submission of Earnest money deposit. The MSME and SSI units shall furnish a documentary proof to the effect that they are registered with NSIC along with the tender documents.

2. SECURITYDEPOSIT:

- 2.1. The amount of Security deposit as specified in the special terms and conditions of the tender/LOI, shall be deposited by the successful bidder within 15 days of acceptance of offer of issue of Rate Contract/P.O.
- 2.2. Failure to furnish Security Deposit in accordance with the conditions of the tender as mentioned in 2.1 above will be considered to be breach of contract which would give the Corporation the right to terminate the contract and forfeit the EMD amount. For such breach of contract, the Corporation will also be entitled to take any other course of action against the successful tenderer as it may deem fit like stoppage of business dealings/ debarring from tendering, etc.
- 2.3. The Security deposit may be made either by bank draft or bank guarantee in favor of Cement Corporation of India Ltd. from any nationalized bank in the prescribed form valid for a period of 6 months beyond the date of completion of contract with a further claim period of 3 months. The Earnest money will be adjusted towards portion of security deposit, in the case of successful bidder.
- 2.4. If work is not started after acceptance of offer by successful bidder, EMD/SD will be forfeited.
- 2.5. In the event of any approved upward revision in the value of the contract the successful bidder will, on receiving intimation, make further deposit as specified by the Corporation towards the increased value of the contract.

- 2.6. The security deposit will not bear any interest. The Corporation reserves the right to adjust security deposit towards any amount due to it from the successful tenderer against this contract or against any other contract with this Corporation and in such an event the successful tenderer on receipt of notice from the Corporation shall make further deposit to restore the security deposit to the full amount.
- 2.7. The security deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Corporation, should the successful tenderer either fail to complete the jobs assigned to him/them as per agreed time schedule or to fulfill his/their contractual obligations or to settle in full his/their dues to the Corporation.
- 2.8. The Corporation is empowered to deduct from the security deposit or from any other outstanding amount any sum that may be fixed by the Corporation as being the amount of loss or losses or damages suffered by it due to delay in performance or non-performance of any of the conditions of the tender/contract. The Corporation will, however, not be bound to prove any demonstrable loss or damages suffered.
- 2.9. The Corporation shall have a lien over all or any money that may become due and payable to the contractor under this contract or any other contract or transaction of any other nature either all alone or jointly with other and unless the Contractor pays and clears the claim of the Corporation immediately on demand, the Corporation shall be entitled at all times to deduct the said sum due from the contractor from any money/security deposit with which may have become payable to the contractor or may become due at any future date under this contract or any other contract or transaction whatsoever between the contractor and the Corporation without prejudice and in addition to the other rights of the Corporation to recover the amount of any such claim by other remedies legally available.
- 2.10. Bank Guarantee as required under this contract or agreed to against any advance made by the Corporation/ contract performance/equipment performance/ guarantee etc. shall be extended by the Contractor whenever so required by the Corporation and without any question for covering the period of completion and finalisation of work, performance etc. Failure to do so shall entitle the Corporation to encash the bank guarantee against it towards any dues, recoveries L.D. etc.

3. MEMBER OF THE CORPORATION NOT INDIVIDUALLY LIABLE:

- 3.1. No Director or official or employee of the Corporation shall in any way be personally bound or liable for acts or obligations of the Corporation under the contract or answerable for any default or omission in observance or performance of any of the acts, matters or things which are here in contained.

4. CORPORATION NOT BOUND BY PERSONAL REPRESENTATION:

- 4.1. The contractor shall not be entitled to any increase in the rates or any other right or claim whatsoever by reason of any representations, explanation or statement or alleged representation, promise or assurance given or alleged to have been given by any employee of the Corporation.

5. NON-PERFORMANCE OF CONTRACT / CANCELLATION OF CONTRACT-RIGHT OF THE CORPORATION:

- 5.1. The Corporation reserves the right to cancel the contract if the contractor fails to carry out the jobs assigned to him as per contract and as per the instructions given by authorized representative of the Corporation. In addition, Corporation may also take any other remedial measures in such an event as described hereunder.
- 5.2. Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the tenderers, their partners agents or servants to any officer servant or representative of the Corporation for obtaining or for execution of this or any other contract or for receiving payments under the contract shall in addition to the criminal liability he may incur will subject to tenderer to cancellation and the Corporation shall be entitled to deduct the amount so payable from any money otherwise due to the tenderer under this or any other contract. Any question or dispute as to whether the tenderers have incurred any liability under the clause shall be settled by the Corporation in such manner and on such evidence of information as it may deem fit and sufficient and the Corporation decision in this regard shall be final and conclusive.
- 5.3. In case of any compelling circumstances or for any other reasons and in the opinion of the Corporation, the contract needs to be determined and terminated at the stage during the execution, the Corporation shall be entitled to do so, giving one month's notice in writing. In such an eventuality, no compensation whatsoever for any arrangement is made by the contractor or for any liabilities incurred by him or any consequential loss will be payable by the Corporation except the payment for work actually done at contracted rates, after making good all dues recoveries L.D. if any etc. CCI also reserves its right to suspend the contract for any compelling reasons if in the opinion of the Corporation it is so required. In such an eventuality, the time of completion will be extended to the extent of suspension period but no claim whatsoever for any damages, increase in rates, idle wages machinery etc. will be payable to the contractor.
- 5.4. The Corporation also reserves the right to make risk purchase from the open market by tender or by any other mode of purchase at the risk and cost of supplier in respect of such quantities that the supplier fails to deliver in accordance with the schedule of delivery agreed to, after giving due notice to the supplier.

6. SUB-LETTING OF CONTRACT:

- 6.1. The contractor shall not sublet or assign this contract or any part thereof without obtaining prior written permission of the Corporation. In the event of the contractors subletting or assigning the contract or any part thereof without such permission, the Corporation shall have the right to rescind the contract and contractor shall be liable to the Corporation for any loss or damage which the Corporation may sustain in consequence or arising out of such cancellation. Even, in case subletting is permitted by the Corporation the party to whom subletting is proposed, will be subject to approval of the Corporation. However, the Corporation will not recognize any contractual obligations with the persons or party to whom the contract has been sublet including compensation under workman's compensation Act and the Contractor will be held responsible for the satisfactory, due and proper fulfillment of the contract.

7. CHANGES IN CONSTITUTION:

- 7.1. Where the contractor is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the Corporation which may be granted only upon furnishing of a written undertaking by the partner to perform the contract and accept all liabilities incurred by the firm and under the contract prior to the date of such undertaking.
- 7.2. On the death or retirement of any partner of the Contractor's firm before complete execution and performance of the contract, the Corporation may, at its option rescind the contract and in such case the contractor shall have no claim, whatsoever, for compensation of any kind, consequential loss etc. against the Corporation.
- 7.3. Without prejudice to any of the rights or remedies under this contract, if the contractor is a proprietorship concern and proprietor dies during the subsistence of the contract, the Corporation shall have the option to terminate the contract without paying compensation of any kind consequential loss etc. to any claimant i.e. legal heirs and successors.

8. FORCE MAJEURE CONDITIONS:

- 8.1. If any time during the continuance of the agreement/contract it becomes impossible by reasons of war, or war like operations, strikes, lock-outs, riots, civil commotion, epidemical sickness, pestilence, earthquake, fire, storm, or floods, the contractor shall during the continuance of such contingencies, not be bound to execute the contract during this period as per agreement/ contract time schedule. The work shall be resumed immediately the contingencies has have ceased or otherwise determined and contractor's obligations shall continue to be in force for correspondingly extended period after the resumption of execution. The contractor shall however, intimate the corporation by registered post about such acts at the beginning and end of the above causes of delay within ten days of occurrence and cessation of such force majeure conditions.
- 8.2. In the event of delay lasting over one month, if arising out of cause of force majeure the Corporation reserves the right to cancel the order/ contract without any compensation whatsoever, and/or any consequential loss etc.
- 8.3. Only events of Force Majeure, which affect the work at the time of its occurrence shall be taken into cognizance. The Corporation shall not be liable to pay any extra costs or increased rates due to delay under Force Majeure conditions. Only appropriate extension of time will be granted.

9. NOTICE:

- 9.1. Any notice hereunder may be served on the contractor by registered post/ mail at his last known address. Proof of issue of any such notice at this address shall be conclusive proof of having received the notice by contractor.

10. DISPUTE UNDER THIS CONTRACT AND ARBITRATION:

- 10.1. In the event of any question / dispute, breach or difference arising in respect of the meaning and scope of terms & conditions herein or in connection with any matter under this agreement (except for those matters which are to be decided as per provisions made in these terms & conditions). The same shall be referred as per the provisions laid down under Section 8 and section 11 of Arbitration and Conciliation Act, 1996.

- 10.2. In the event of claims and disputes with value exceeding Rs. 50,000/-, the cases shall be referred to the arbitrator and he shall award such cases with reason. The award of the arbitrator shall be final and binding on the parties to this contract.
- 10.3. Subject to aforesaid the Arbitration & Conciliation Act, 1996 and the rules made there under and any statutory modifications thereof for the time being in force shall apply to the arbitration proceedings under this clause.
- 10.4. The work under the contract shall be continued uninterrupted during the pendency of the arbitration proceedings under this clause.
- 10.5. The venue of the arbitration shall be New Delhi or such other place as the arbitral tribunal at his discretion may determine.
- 10.6. In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No.4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

11. JURISDICTION:

- 11.1. It is hereby agreed by the parties here that only the following Courts shall have Jurisdiction to decide or adjudicate upon any dispute which may arise out of or be in connection with the agreement:-
 - i) Courts at Delhi / New Delhi for contracts awarded for Corporate Office, New Delhi.
 - ii) Courts at Diphu / Guwahati for contracts awarded for Bokajan Unit.
 - iii) Courts at Ponta Sahib / Shimla for contracts awarded for Rajban Unit.
 - iv) Courts at Tandur / Hyderabad for contracts awarded for Tandur Unit.

12. LAWS GOVERNING THE CONTRACT:

- 12.1. This contract shall be governed by the laws of Union of India in force.

13. WAIVER NOT TO IMPAIR THE RIGHT OF THE CORPORATION:

- 13.1. Any delay in exercising or omission to exercise any right, power or remedy accruing to the corporation upon any default under this contract shall not impair any such right, power or remedy or shall be construed to be inaction of the Corporation in respect of any such default or any acquiescence by the Corporation effect or impair any right, power or remedy of the Corporation under this contract.

14. CONDITION GIVEN BY THE TENDERER:

- 14.1. With the acceptance of the terms and conditions described in this tender any terms and conditions given by the tenderers contrary to those conditions shall be treated as withdrawn by the tenderer(s).

15. OTHER COMMERCIAL TERMS AND CONDITIONS:

15.1. PRICES:

- i) Prices quoted shall be firm during the tenure of the contract and shall be inclusive of packing, forwarding charges and on F.O.R./F.O.T. station of dispatch/destination.
- ii) Any statutory levy / variation in the GST on the items ordered (final finished items for which rates are quoted) at the rates prevailing on the date of scheduled delivery or at the rates prevailing on the date of supply whichever is lower, shall be borne by the Corporation. However, supplier has to furnish documentary evidence i.e. Notification for such levy/variation.
- iii) Prices are to be quoted on firm basis and there shall be no variation of the same during the period of contract unless specifically agreed to and provided in the contract.
- iv) If the dispatches are made within the scheduled time, prices as per the contract will be payable. However, if the dispatches are delayed, the Corporation will have the option to either charge liquidated damages or rate difference calculated on the basis of prices pertaining to the schedule date of dispatch and/or prices applicable to the actual date of dispatch i.e. prevailing rate, whichever is higher i.e. ordered value minus liquidated damages or prevailing rate whichever is lower, will be paid. However, extension in the validity of the contract will be required if the dispatches are made after expiry of the contract. If at any time, during the said period, the supplier reduces the sale price of such stores or sell such stores to any other person at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale to the Corporation and the price payable under the contract for the stores supplied after the date of coming into force such reduction or sale, shall stand correspondingly reduced.

15.2. GOODS & SERVICE TAX:

- i) The IGST/CGST/SGST, if applicable, will be paid on the cost of the finished goods being supplied, as per the rate (%) prevailing at the time of scheduled delivery period, subject to the supplier claiming the same as separate item on their bill.
- ii) The supplier shall furnish the following certificate on the body of the bill claiming aforesaid amount of IGST/CGST/SGST.
- iii) "It is certified that the goods, on which GST has been charged, have not been exempted under the GST or the rules made there under. The amount charged on account of GST on those goods are not more than what is payable under the provisions of the relevant act, or the rules made there under:"

15.3. PACKING AND MARKING:

- i) All machinery equipment, hardware items and materials prone to deterioration shall be adequately packed to protect them against all damages, pilferage, rust etc. during transit and from atmosphere. Packing shall be adequate and suitable for transport by rail/ road as required. Each package shall contain order no. and date and name of consignee.

- ii) Each consignment must relate to one purchase order only. Where dispatch of material against more than one orders in a single consignment/ case is warranted, the material against each order should be packed separately. Order numbers should be visibly marked outside all packages for easy identification.
- iii) Any loss, damages or pilferage in transit due to faulty/ inadequate packing or on any other account will be to the account of the supplier.
- iv) All packing and forwarding charges are to be borne by the supplier.

15.4. DELIVERY AND LIQUIDATED DAMAGES(LD):

- i) The successful tenderer, on receipt of Purchase Order, will finalize a detailed manufacturing schedule keeping in view the overall delivery schedule as per the order. He will indicate the completion dates of critical activities and on approval by CCI, the same will form the basis for monitoring the progress when the items are taken up for manufacture. The copies of the schedule shall be forwarded to Inspecting Authority besides Material Management Department.
- ii) LD for delay in delivery shall be levied @ ½% per fortnight or part thereof on the belated supplies against each indent subject to maximum of 5% of the delayed portion of supplies against that indent. The corporation will, however, not be bound to prove that it has suffered to the extent of LD claimed. The LD for delay in delivery shall be levied on the landed cost at CCI's units inclusive of basic prices, taxes, duties & freight etc.
- iii) The time and date of delivery is the essence of the contract and the goods must be dispatched within the time and subject to the conditions specified. For such breach of contract, the Corporation will be entitled to take any other course of action against the supplier as it may deem fit like stoppage of business dealings/ debarring from tendering etc.

15.5. FREIGHT:

- i) Stores, ordered for, must be dispatched in such a way that the total freight charges whether based on cubic measurement or weight should be minimum keeping in view that the under load consignment are to be avoided.
- ii) The supplier shall obtain clear and unconditional Railway Receipt/ Parcel way bills/ lorry receipts from the Carriers.
- iii) The supplier shall have to make arrangements for the dispatch of all over size dimensional consignments to purchaser's site and shall be responsible for taking permission, if necessary, from the concerned authorities for the movement of such oversize consignments from the station of dispatch to destination station. All expenses incurred in this connection shall be borne by the supplier.

15.6. INVOICING:

- i) Two copies (one of which should be in original) of invoice, packing list/ delivery challan along with Railway receipt/ Lorry receipt/ Parcel waybill, Inspection certificate issued by the inspecting authority or similar other documents as above should be sent to the consignee. The documents as above should be sent within 72 hours from the dispatch of the consignments to avoid payment of demurrage/ wharfage. Any demurrage/ wharfage paid by the Corporation due to non/late receipt of documents will be to the account of supplier. The scanned copy of such documents may also be forwarded to the consignee through e-mail.
- ii) A telegraphic intimation giving details of RR/Lorry receipt/ Parcel way bill, consignment details, such as no. of packages, weights and values shall be sent to the consignee in advance.
- iii) One copy of invoice pre-receipted along with copies of packing list, delivery challan, inspection certificate issued by the inspection authority shall be sent to the paying authority. In case the dispatch documents are to be sent through bank, advance copy of the invoice shall be sent to the paying authority within 72 hours of the dispatch of the consignments.
- iv) One copy of the invoice along with a copy of packing list delivery challan shall be sent to the Officer who has placed the order.
- v) If any extra charges including wharfage or demurrage are incurred in taking delivery of the consignment due to supplier's failure to observe the conditions mentioned above same will be recovered from the supplier.

15.7. INSPECTION:

- i) Pre-inspection at supplier's work will be carried out by P&I Dept. of CCI/ Unit/ any other agency at the sole discretion of CCI.
- ii) All inspection calls will be issued from the works and not Sales Office with the stamp of the supplier, giving a clear notice of 21 days from the date of stamp of the Post Office when any items are offered for inspection.
- iii) Inspection will cover checking of all items being manufactured by the supplier at his own works, at the works of his sub-supplier and also of any of his bought out items.
- iv) The supplier will provide all facilities including tools, instruments and other apparatus to inspecting officer to facilitate inspection and avoid delay in work on this account.
- v) The test would normally be conducted as per BIS standards wherever available and in other cases as per prevalent engineering practices for consignments, checking of material will be done for chemical analysis, physical properties, visual inspection, non-magnetic property, test certificates and other non-destructive tests (if specified in the purchase order). Test verification of chemical composition will be done in a Govt. laboratory/ Govt. approved laboratory/any other reputed laboratory at the discretion of CCI wherever required.
- vi) The Inspector will have access to the premises/ workshop of supplier, his sub-supplier at all reasonable times to undertake inspection, take samples, take any other measurement or readings and to check the progress of any of the items.

- vii) Inspection will include checking of raw materials manufacturing procedures, stage inspection (as per stages to be indicated/ required by CCI during execution) and final inspection. The manufacturer shall, always keep all detailed records about the stage inspection, and CCI inspector will be at liberty to check those records on demand.
- viii) For any sub-contracted items, supplier will inspect them himself before offering them to CCI for inspection. In this regard, the supplier will submit his inspection report along with all documents while giving inspection call for sub-contracted items.
- ix) The supplier will immediately on receipt of the order, draw an inspection plan with CCI for identifying the stages at which checking is to be done to meet with CCI's requirements.
- x) Final inspection will be carried out when the material/equipments are ready in all respect preferably before painting. The extent and type of inspection will depend upon type of equipment/ item and its function in general and will include items like checking of critical dimensions, physical tests, straightness/ flatness and surface finish, checking of hardness of components, carrying out load/ no load trials, dynamic/ static balancing, leakage and hydraulic tests contract impression, tooth profile and back lash etc.
- xi) The manufacturer will supply to the inspector all test certificates and records of their own internal inspection at the time of final inspection. These will include manufacturing records, destructive and non destructive tests, impulse test etc.
- xii) If the inspector has advised the supplier to do certain rectification before dispatch of materials, these instructions will be carried out and materials will not be dispatched without these rectifications. Inspection by CCI inspectors will not absolve the supplier from his responsibility regarding the quality of materials supplied by him or his sub-contractors/ sub-suppliers. CCI will have the right to reject the materials if after their receipt at site, it is found that the rectifications advised by CCI were not carried out or the items do not give the specified performance as per the specifications and the guarantees.
- xiii) For long delivery items, the supplier will send a monthly progress report indicating the latest status of each item/assembly to enable CCI to know the progress of work.
- xiv) Notwithstanding the stage/final inspection done at the works of supplier, CCI reserves the right to inspect or test the goods at its destination site and any defects/short-comings noticed will be made good by the supplier/work as per contracted time schedule, at his own expenses.
- xv) CCI reserves the right to inspect any bought out item and in this regard the supplier will submit all necessary records, data and documents so as to enable CCI inspector to undertake inspection.
- xvi) No material will be dispatched under any circumstances without clearance from CCI Corporate Office.
- xvii) All costs involved in connection with inspection/testing will be borne by the supplier.

15.8. WARRANTY REGARDING QUALITY OF MATERIALS SUPPLIED:

- i) Supplier shall guarantee that all the items supplied by them whether manufactured by them or their sub-contractor or purchased from any other source and supplied to the corporation shall be new and free from all defects arising due to defective material or manufacturing defects. Items supplied shall be first class workmanship with effective design.
- ii) The supplier shall warranty to replace, rectify or repair free of cost at the factory site, the component or part of item proved to have become unserviceable due to any of the above defects within period of 12 months from the date of use of the material or 18 months from the date of dispatch of item(s) whichever is earlier. In the event of the supplier not complying with the above within a reasonable time, the corporation will have the option to rectify/repair or replace the defective part(s)/component after giving three weeks notice to the supplier and recover the cost from the supplier.

15.9. CCI reserves the right to request for diversion of dispatch of materials to any of its other units. Difference in taxes, duties and freight charges if any, shall be borne by CCI.

15.10. 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 this stage. Hence any qualifying remarks in the price bid revised/ negotiated offer will not be entertained and shall render the tender liable for rejection and forfeiture of earnest money deposit.

16. NON- OBSTANTECLAUSE:

- 16.1. Notwithstanding anything contained herein or elsewhere; the decisions taken by Cement Corporation of India will be final and binding upon all the concerned including all the parties to the present tender document and process therewith.

(On the letterhead of the bidder)
Copy and paste on your letterhead

ANNEXURE-1

Covering Letter

To, HOD (Civil)
The
Cement Corporation of India Limited,
Bokajan Cement Factory, Assam ..

Bidder's Ref No.:.....

Dear Sir,

With reference to your NIT No.Dated,
I/We am/are hereby uploading the scanned copies of the following documents online for your
reference:

S.No.	Item	Yes/No/NA
1	Scanned copy of covering letter (Annexure-1)	
2	Annexure 2 (Integrity Pact)	
3	Submission of EMD (Cash/DD/BG/ Gateway)	
4	Copy of GST Registration Certificate and PAN Card	
5	Partnership Deed / Memorandum & Article of Association	
6	Balance Sheet for last 3 financial years (23-24, 22-23, 21-22)	
7	Income tax return for last 3 financial years (23-24,22-23,21-22)	
8	Scanned Copy of duly filled and signed Integrity Pact (Annexure-2)	
9	Udyog Aadhar Number (For MSME bidders)	
10	Annexure 3 (Declaration of relation to officer of CCI)	
11	Annexure 4 (unexecuted / present contracts / jobs in hand)	
12	Annexure 5 (Bidder's firm/company profile/address)	
13	Annexure 6 (Details of tools and tackles/equipment/machinery)	
14	Annexure 7 (Details of testing facilities installed)	Not necessary
15	Annexure 8 (Details of orders executed including CCI during the last 3 years)	
16	Annexure 9 (Declaration letter of having read and understood the GTC)	
17	ESIC Registration	
18	EPF Registration	
19	Labour License	
20	Startup Certificate(if exemption is requested)	
21	Latest Solvency certificate from bank	
22	PO/Any document as proof of working as contractor/petty contractor in Railways	

(Signature for/on behalf of Bidder/Contractor)

(Office Seal)

Integrity Pact
Between
Cement Corporation of India Limited (CCI) hereinafter referred to as “The Principal”, and
hereinafter referred to as “The bidder/Contractor”.

Preamble

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

1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b) The Principal will, during the tender process treat all Bidder(s) with equity and reason, The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ contractor(s) :

(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 cartelisation 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 purposes of

Annexure 2

competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any, Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers' shall be disclosed by the bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in 'Indian Rupees only.

e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract

f) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

g) Bidder(s)/Contractor(s) signing IP shall not approach the court while Representing the matters to IEMs and he/she will await their decision in the matter.

h) In case of a joint venture, all the partners of the joint ventures to signed the IP

i) Any violation of Integrity Pact would entail disqualification of the Bidders and exclusion from future business dealings, as per the existing Provision of GFR, 2017, PC act, 1988 and other Financial Rules/Guidelines etc. as may be applicable to the origination concerned.

j) In the event of any dispute between the management and the contractor Relating to those contracts where integrity pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required the Organizations may adopt any mediation rule for this purpose. In case, the dispute remains unresolved even after mediation by the panel Of IEMs, the organizations may take further action as per the terms & Conditions of the contract.

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

(1) If the Bidders(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the principal is entitled to disqualify the

Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed for such reason.

(2) If the Bidder/Contractor has committed a serious transgression through a violation of sector-2 such as to put his reliability or credibility into question, the principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors with the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(3) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

(4) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 - Compensation for Damages :

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal MM entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression :

(1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

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

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

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

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section-7- Criminal charges against violating bidder(s)/Contractor(s)/Subcontractors:

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

Section 8 -Independent External Monitor/Monitors :

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

Section 10 — Other provisions :

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

(For and on behalf of the Principal)
(Office Seal)

(For and on behalf of Bidder/Contractor)
(Office Seal)

Place _____
Date _____

Witness 1 :
(Name & Address) _____

Witness 2 :
(Name & Address) _____



CEMENT CORPORATION OF INDIA LTD.
(A GOVT.OF INDIA ENTERPRISE)

We/ I hereby declare that the following officer(s) of the Corporation are related to us/me

Sr.No.	Name of the Officer	Post held	Place of Posting

Note: In case no officer is related 'Nil' is to be mentioned in the box above.

Signature of tenderer
(Name / full address withseal)



CEMENT CORPORATION OF INDIA LTD.
(A GOVT.OF INDIA ENTERPRISE)

UNEXECUTED / PRESENT CONTRACTS / JOBS IN HAND OF THE BIDDER

We/I hereby declare the following:

Sr.No.	Name of Client	Name of work	Tonnage	Approx. value of contract (Rs. In lakhs)	Date of start	Stipulated date of completion

Note: In case of no such details 'Nil' is to be mentioned above.

Place:

Signature of tenderer

Date:

(Name / address with seal)



CEMENT CORPORATION OF INDIA LTD.
(A GOVT.OF INDIA ENTERPRISE)
BIDDER'S FIRM/COMPANY PROFILE

Format for additional information to be furnished by the tenderers (Refer special instructions Part III and special terms and Conditions)		
1.	Name of the Firm/Company/Proprietorship/etc.	
2.	Complete Postal address (in capital letters): a Head Office/Corporate Office b. Factory c. Other branches (incl. Delhi office, if any) d. Phone e. Email :	
3.	Whether Public Sector/Private Sector/Joint Sector etc.	
4.	Type of Organization	Proprietary/Partnership/Limited/any other type
A. In case of Proprietors/Partnership		
i)	Name of the Proprietors/Partners	
ii)	Whether business/Partnership is registered	
iii)	Date of commencement of business	
iv)	Status of Income Tax assessment (Please attach copy of Valid Income Tax clearance certificate) AY 21-22 , 22-23 and 23-24	
v)	Name & address of the Bankers (Please attach reference letter from your banker , Sample attached)	
B. In case of Limited Liability Company or Company Limited by Guarantees		
i)	Amount of paid-up Capital	
ii)	Name of Directors	



iii)	Date of Registration of Company	
iv)	Copies of last three years audited balance Sheets of company (including Profit & Loss Statement) to be enclosed.FY 21-22 , 22-23 and 23-24)	
5.	Name & address of the Bankers (Please attach reference letter from your banker, Sample attached)	
6.	Date of commencement of production of item for which tender is being submitted Annual turnover for last 3 financial years of the category/item for which tender is being submitted (If startup mention and attach certificates)	1. Rs.....In Lakhs (FY 21-22) 2. RsIn Lakhs (FY22-23) 3. Rs.....,.....In Lakhs (FY 23-24)

Signature of Tenderer: _____

Name of the Signatory: _____

Date:



DETAILS OF PLANT & MACHINERY INSTALLED
OR
DETAILS OF TOOLS & TACKLES AVAILABLE

Name of Firm: _____

Sr. No.	Machinery	Size/ Capacity	Qty	Year of Manufacture	General Condition

Signature of Tenderer: _____

Name of the Signatory: _____ Designation: _____

_____ Seal of the Company /Firm: _____

DETAILS OF ORDERS EXECUTED (INCLUDING CCI) DURING THE LAST 3 YEARS

Name of Firm/Company/etc:

Sr. No	Type of Items (Give details)	Name of the Party to whom supplied	Value	Date of Order	Delivery Date	Date of Actual Completion

Date:

Signature of Tenderer: _____

Name of the Signatory: _____

Designation: _____

Seal of the Company/Firm:

(On the letterhead of the bidder)

Paste it on your letterhead

ANNEXURE — 9

Declaration letter of having read and understood the GTC to be uploaded dully filled, signed and stamped.

Ref. No. of bidder:.....

Date:.....

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

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

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

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

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

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

Yours faithfully,

Date:

Signature of Tenderer: _____

Name of the Signatory: _____

Designation: _____

Seal of the Company /Firm: _____

**CEMENT CORPORATION OF INDIA LIMITED
BOKAJAN CEMENT FACTORY**

Price Bid

Sl. No.	Description of Works	Unit	Estimated Quantity #	Rate	Tax**	Amount*** (rate + tax)
1	Track Maintenance*	Rs/metre	1500	Quote online only	Quote online only	Quote online only
2	Slipper Maintenance*	Rs/no.	10	Quote online only	Quote online only	Quote online only
3	Rail track*	Rs/rail length	4	Quote online only	Quote online only	Quote online only
4	Adding fresh ballast as required*	Rs/m ³	20	Quote online only	Quote online only	Quote online only

***for details please see Annexure C and Annexure D**

****if the tax column is left blank, it will mean that the rate is inclusive of the taxes**

****taxes as applicable**

*****the amount is inclusive of taxes**

Item no. 1 = 1500 metre/month , Item no. 2 = 10 nos./annum , Item no.3 = 4 rail length/annum(shall be converted to metre whenever required) and Item no.4= 20 m³/annum

Very Important:

1. **L1 bidder shall be decided by the lowest bid of the item no. 1.** The job will be awarded to one successful bidder only and shall not be awarded to multiple bidders based on the L1 bids of 4 items.
2. If the bids of L1 bidder of item 2, 3 and 4 are abnormal, CCI may cancel/negotiate the bids of item 2, 3, and 4/award the bid based on item no. 1 only. The decision of the committee shall be final and it cannot be challenged.
3. In case if the tender is awarded based on item no. 1 only, the bidder should note that all the general clauses and clauses related to maintenance of tracks minus replacement of the tracks and sleepers shall be applicable. The decision of the committee in this regard shall be final.
4. The L1 bidder may be called for negotiation.
5. The quantities mentioned against sl. no. 1, 2,3 and 4 does not give the successful bidder to demand the quantity as a Right. It will be under the sole discretion of CCI to cancel/modify any of the jobs.