

CEMENT CORPORATION OF INDIA LIMITED (A GOVERNMENT OF INDIA ENTERPRISE) RAJBAN CEMENT FACTORY (ISO 9001:2015 Certified Company) Tehsil Paonta Sahib Distt. Sirmour – (HP)-173028 Tel: (01704)266223 / Fax 266270 Email: <u>rajban@cciltd.in</u>CIN-U74899DL1965GOI004322

Website: <u>www.cciltd.in</u>

NIT No. : RCF/MM/315(23)/

Dated: 15.04.2024

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

Online electronic bids through Electronic Tendering System (ETS) are inviting e-tender in Two bid System for Supply of two way diverting valve.

The complete set of tender document is available on websites: www.cciltd.in, www.etenders.gov.in.

E-TENDER NO.	RCF/MM/315(23)/			
MODE OF TENDER	e-Procurement System (Online Part A - Techno-			
	Commercial Bid and Part B - Price Bid) through			
	www.etenders.gov.in			
Date of NIT available to parties to download	15.04.2024 at 11:00 HRS			
i) Earnest Money Deposit	Nil			
ii) Tender Fees : N.A	Nil			
iii) Transaction Fee				
Date of Starting of e-Tender for submission	From 15.04.2024 at 11:30 HRS			
of on line Techno-Commercial Bid and Price Bid at <u>www.eprocure.gov.in</u>	Till 25.04.2024 at 14:30 hrs			
Date & time of opening of Part-A (i.e.	26.04.2024 at 15:00 hrs			
Techno-Commercial Bid) Part-B Price Bid: Date of opening of Part- B	To be communicated separately			
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Validity of bids	90 days from the date of the techno- commercial			

Validity of bids	90 days from the date of the techno- commercial
	bid opening.

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

Required for Cement Mill

NIT No.	Description of Item		Quantity
RCF/MM/315(23)	Two Way Diverting Valve Size- 6" NB Diversion angle-45 degree PCD of flange -242	Nos	01

Note:

- 1. The tenders who fulfill the terms & conditions mentioned in the tender documents shall be considered.
- 2. The price- bid should be only as per CCI's price bid format otherwise the tender is liable for rejection.
 - **3.** The tenderer are advised to offer their lowest 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.

List of Annexure

The tender documents comprise of following:-

Annexure -A	Important Instructions to Bidders for E-Procurement				
Annexure-B	Special terms & conditions part -III				
Annexure-C	Techno Commercial Bid				
Annexure-D	Price Bid (to be submitted duly filled in online as Part-B)				
Available on our website : www.cciltd.in	General Term & conditions (GTC), Part I & II along with annexure 1 to 9 are available on website and have to attach with techno-commercial bid. Participants may download the GTC from our website in this sequence: 01. <u>www.cciltd.in</u> 02. Tenders 03. At serial No. 05				

Annexure-A

Important Instructions to Bidders for E-procurement

This is an e-procurement event of CEMENT CORPORATION OF INDIA LIMITED. The e-procurement service provider is<u>www.etenders.gov.in</u>.

You are requested to read the tender General Terms & Conditions (GTC) (Annexure:1-9) of this tender before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1. Process of E-tender :

Registration:

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

SPECIAL NOTE: THE PRICE BID AND THE TECHNO-COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE ATwww.etenders.gov.in,

Vendors are required to register themselves online with <u>www.etenders.gov.in</u>, \rightarrow Register Me' link. Filling up details and creating own user id and password \rightarrow Submit. Vendors will receive a system generated mail confirming their registration in their e-mail which has been provided during filling the registration form. In case of any clarification, please contact CCI/ Antares systems ltd, (before the scheduled time of the e- tender).

Contact person (Cement Corporation of India):

1. HOD (MM) Landline: 01704-266227 Mobile: 07827989566 Email: <u>ccimmrjo@rediffmail.com</u>, <u>mm_rjo@cciltd.in</u> 2. HOD (MECH) Mob. 07827989585 e-mail: mech_rjo@cciltd.in

	B) System Requirement:					
	Windows 8,10 professional Operating System, internet browser-9,10 &11					
	Signing type III digital signature					
	Java JRE 6 and above					
2.	(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.					
	(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.					
	Note:					
	The tenderer are advised to offer their highest 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 low, action as per prevailing instruction/guideline shall be taken.					
3.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.					
4.	In case of failure to access the payment towards non-refundable fees for any reason, the vender, in term, will not have the access to on line e-tender and no correspondence in this respect will be entertained and CCI will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of non-refundable fees through separate DD well in advance and verify completion of transaction in respect of non-refundable fees.					
	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.					
	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.					
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 tender wizard (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).					
6.	The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.					
7.	E-tender cannot be accessed after the due date and time mentioned in NIT.					
8.	Bidding in e-tender:					
	a.) It is mandatory that all the bids are submitted with digital signature certificate					

	otherwise the same will not be accepted by the system.				
	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.				
	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.				
	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.				
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 www.cci-etender.com of Antares systems Ltd.				
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 vendor guide and see the video in the page <u>www.eprocure.gov.in</u> , to familiarize themselves with the system before bidding.				

CEMENT CORPORATION OF INDIA LIMITED

(A Govt. of India Enterprises - ISO 9001:2015 Certified)

SPECIAL TERM AND CONDITIONS Part – III

1.0 SPECIFICATIONS:

1.1 Supply of Two way diverting valve

2.0 QUANTITY:

- 2.1 The quantity is clearly mentioned in annexure C.
- 2.4 Non acceptance of indents by the supplier on any account fix quantity, delay in receipt of indent etc. will tantamount to breach of contract and supplier will be liable to pay penalty /liquidated damages as per decision of the Corporation based on the relevant paras of the terms of the contract.

3.0 DELIVERY:

3.1 The supply has to be made as per delivery schedule within 04-08 weeks.

- 3.2The Unit shall place their order and the supplier shall supply the material within the delivery period as specified in the Annexure-C and as per schedule stipulated in the order.
- 3.3 All terms and conditions stipulated in the tender will be applicable to bearing requirements also.
- 3.4 The completion of delivery shall be on the date of the receipt of material at CCI's factory site. It shall be the responsibility of the supplier to ensure that the material reaches CCI's unit as per the delivery schedule given.

4.0 PRICES:

4.1 The rates should be quoted in our prescribed Price bid Performa as per Annexure - D

4.2 The rates offered shall be inclusive of packing and forwarding charges, freight, inspection charges and any other levies/ charges etc. and GST shall be extra. Necessary documents will have to be submitted by you for availing ITC on GST. The rates shall be firm throughout the supply of total quantity. Tenderers have to submit the MTC from a government approved lab.

5.0 PAYMENT TERMS:

5.1 100% within 30 days from the date of receipt & acceptance of materials at our site after adjustment of recoveries due, if any as per CCI's assessment and L.D clause.

5.1.1 LD: In the event of goods not delivered on or before the date of delivery mentioned in the indent, a penalty (a) $\frac{1}{2}$ % of the unexecuted order value per fortnight or part thereof shall be levied, subject to a maximum of 5% of total value of order.

5.3 EARNEST MONEY DEPOSIT : Nil

6.0 QUALITY:

6.1 Material supplied by the party should be free from any defects.

6.2 The items supplied shall be guaranteed for performance and to be free from poor workmanship and material defects for a period of 12 months from the date of commissioning or 18 months from the date of supply.

8.0 JURISDICTION:

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:- Courts at Ponta Sahib / Shimla for contracts awarded for Rajban Unit.

9. Inspection: At our site (CCI Rajban)

10. Paying Authority: HOD (Fin), CCI Rajban

11. Consignee: HOD (Materials & Management) Cement Corporation of India Ltd. Rajban Cement Factory

12. Public Procurement (Preference to Make in India):

- 12.1 The Procurement of goods and services under this tender will be regulated as per the applicable provisions of Public Procurement (Preference to Make in India), order 2017 of MoC&I (DIPP), Government of India and revised orders issued on 16.09.2020. As per said orders Bidders/Contractors are divided into three categories based on Local Content. Local content in the context of this policy is the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.:
- a) 'Class-I Local Supplier' with local content equal to or more than 50%.

b) 'Class-II Local Supplier' with local content equal to or more than 20%, but less than that applicable for Class-I Local Supplier.

c) 'Non - Local Supplier' with local content less than that applicable for Class-II local Supplier, in (b) above.

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

under a license from a foreign manufacturer with the precise phasing of increase in local content, he must provide proof thereof.

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

(a) if the Goods are Not Divisible in natures

Among all qualified bids, the lowest bid shall be termed as L-1. If L-1 is 'Class-I Local Supplier' (Under MII clause at 1.12.1), the contract shall be awarded to L-1.

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

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

(b) if the Goods are Divisible in nature:

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

If L-1 is 'Class-I local Supplier', the contract for full quantity shall be awarded to L-1. If the L-1 bid is not a 'Class-I local Supplier', 50% of the order quantity shall be awarded to L1. After that, the lowest bidder among the 'Class-I local Supplier' whose quoted price falls within the margin of purchase preference shall be invited to match the L-1 price for the remaining 50% quantity, and a contract for that quantity shall be awarded to him, subject to matching the L-1 price. In case such lowest eligible 'Class-I local Supplier' fails to match the L-1 price or accepts less than the offered quantity, the next higher 'Class-I local Supplier' within the margin of purchase preference shall be invited to match the L-1 price or accepts less than the offered quantity, the next higher 'Class-I local Supplier' within the margin of purchase preference shall be awarded accordingly. If some quantity is still left uncovered on Class-I local Suppliers, such balance quantity shall also be ordered on the L-1 bidder.

(c) Where contract is to be awarded to multiple bidders•

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

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

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

If Class I Local Suppliers' qualify for the contract award for at least 50% of the tendered quantity in tender, the contract shall be awarded to all the qualified bidders as per award criteria stipulated in the Tender Documents. However, in case 'Class I Local Suppliers' do not qualify for the award of contract for at least 50% of the tendered quantity as per award criteria, purchase preference should be given to the 'Class I local Supplier' over 'Class II Local Suppliers'/'Non-loca1 Suppliers' provided that their quoted rate falls within the margin of purchase preference of the highest bid considered for award of contract. To ensure that the 'Class I Local Suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

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

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

Signature of tenderer

Annexure-C

CEMENT CORPORATION OF INDIA LIMITED (A Govt. of India Enterprises) TECHNICAL BID

Tender No.RCF/MM/315 (23)

NIT No.	Description of item	Unit	Quantity
RCF/MM/315(23)	Two Way Diverting Valve Size- 6" NB Diversion angle-45 degree PCD of flange -242	Nos	01

Signature of tenderer

Annexure-D

CEMENT CORPORATION OF INDIA LIMITED (A Govt. of India Enterprises)

PRICE – BID

Tender No. RCF /MM/315(23)

NIT No.	Description	Unit	Quantity	quoted Rate (inclusive of Freight FOR RAJBAN basis)	Applicable GST Rate in %	Total Amount
RCF/MM/315(23)	Two Way Diverting Valve Size- 6″ NB Diversion angle-45 degree PCD of flange -242	Nos	01			

Note: L-1 shall be decided on landed cost on FOR CCI, Rajban basis.

Deliver Period: The supply has to be made as per delivery schedule within 04-08 weeks.

Signature of tenderer

Date: