

CEMENT CORPORATION OF INDIA LIMITED  
(A Govt. of India Enterprise)  
CORE -5, SCOPE COMPLEX  
7, LODHI ROAD, NEW DELHI-110 003

TENDER NOTICE

Sealed and superscribed tenders are invited from manufacturers having adequate experience for supply of following item to our Bokajan (Assam), Rajban (HP) & Tandur (AP) units in a phased manner on annual rate contract basis.

The manufacturer should be leading producer of refractory bricks having sufficient experience in the field. Moreover, the manufacturer should have facility for producing such types of bricks in tunnel kilns only. They should have well equipped labs duly approved by BIS for conducting test as per BIS specifications.

Tender Notice No.	Item	Last date for sale of tender documents	Last date for submission of Tender (by 2.30 PM)	Earnest money deposit by way of DD/BG/FDR (Rs)
6(4)/10-MMO	70%, 60%, 45% & 35% Alumina bricks	11.6.10	14.6.10	Rs.2,00,000/-

The tender documents can be purchased from HOD (Fin) at the above mentioned address on any working day between 3.00 pm to 5.30 pm on payment of Rs. 500/- (non-refundable) by way of DD/IPO in favour of Cement Corporation of India Ltd., payable at New Delhi. In addition to the sale of tender documents manually, the complete set of tender document is also available on our website No. [www.cementcorporation.co.in](http://www.cementcorporation.co.in). Interested parties may download the tender documents from the website, but the tenderer has to pay the amount towards cost of the tender document by DD/IPO at the time of submission of tender.

The tenders are required to be submitted in two parts, one containing techno-commercial bid along with EMD of Rs.2,00,000/- by way of DD/BG/FDR in favour of Cement Corporation of India Ltd., New Delhi and the other containing price bid only. The tender should be submitted at CCI House, 87, Nehru Place, New Delhi 110019.

SSI units registered with NSIC and Public Sector Undertakings are exempted from furnishing EMD. No tenderer can participate without having purchased manually or have downloaded CCI's tender documents and paid the requisite amount.

The techno commercial bids of above tender will be opened on 14.6.10 at 3.00 PM in the presence of interested tenderers or their authorised representatives who may like to be present in the office at Cement Corporation of India Ltd., 87, CCI House, Nehru Place, New Delhi-110019. Tenders received late or without earnest money shall not be entertained.

The Corporation reserves the right to reject any or all tenders without assigning any reasons thereof.

General Manager (MM-I/C)

CEMENT CORPORATION OF INDIA LTD.  
(A GOVT.OF INDIA ENTERPRISE)  
87, CCI HOUSE, NEHRU PLACE  
NEW DELHI-110 019

GRAM: STATECEM NEW DELHI

PHONE: 30880183/26288487

FAX:011 – 26425345

REGISTERED/SPEED POST/COURIER

No: 6(4)/10-MMO/

Dated: 12.05.10

M/s. ....  
.....  
.....  
.....

SUB: Tender for supply of Alumina bricks produced in Tunnel Kiln to our  
Bokajan (Assam), Rajban (HP) and Tandur (AP) units

Dear Sirs,

We are enclosing our tender documents for the above work detailed in the enclosed tender documents. Your offer in sealed cover containing separate sealed covers for (i) Commercial bid and (ii) Price bid along with one set of tender documents is invited at the above mentioned address in accordance with our terms and conditions of the tender which should reach us as per the schedule given below:

1.TIME SCHEDULE

PARTICULARS	DATE & TIME OF SUBMISSION OF TENDER	DATE & TIME OF OPENING TENDER
a)Techno-Commercial bid along with EMD and CCI tender documents duly signed (each page initialled) in token of acceptance of terms and conditions.	14.06.10 (Upto 2.30 PM)	14.06.10 (at 3.00 PM)
b)Price bid	14.06.10 (Upto 2.30 PM)	----- *

1.\*the time and date of opening of price bid will be informed to only such of those tenderers whose techno-commercial offers are found acceptable.

2. The EMD must be submitted alongwith the Techno-Commercial bid for a value of Rs.2,00,000/- and must not be enclosed with the price bid (refer clause I of Part-II). Offers not accompanied with the requisite EMD may not be considered.

3.The validity of the offer should be kept open for acceptance for 4 months from the date of opening of techno-commercial bid.

4. The price bids should be submitted only as per CCI's price bid format otherwise the tender is liable for rejection.

5. The tender documents comprise of following:

- a) Covering letter which must be submitted by the tenderer duly signed.
- b) Part I - Instruction to tenderers
- c) Part-II – General terms & conditions
- d) Part-III – Special terms & conditions
- e) Part-IV Technical specifications
- f) Price Bid Proforma (Price schedule) to be submitted duly filled in separate sealed cover. Cost break up rates quoted may also be furnished.

Please confirm your participation by return post.

Yours faithfully,  
FOR CEMENT CORPORATION OF INDIA LTD

GENERAL MANAGER(MM)-I/C

Encl: As above

COVERING LETTER WHICH MUST BE SUBMITTED BY THE TENDERER DULY  
FILLED IN AND SIGNED.

Ref.....

Date: .....

To  
The General Manager (MM-I/C)  
Cement Corporation of India Ltd.,  
C.C.I House  
87, Nehru Place  
NEW DELHI-110 019

SUB : .....

REF: Your Letter No..... dt.....

Dear Sir,

With reference to your tender for the above work, We/I hereby submit our / my tender in two separate sealed envelopes duly sealed in a common envelope as per instructions in the tender documents. The required marking as per Clause 2 (b) of Part-I indicating reference of tender, has been done on all the envelopes.

A. The following documents are enclosed with the techno-commercial bids in one envelope superscribed "Techno-Commercial Bid"

1. One copy each of your terms and conditions in Part I, II, III & IV duly signed on each page in token of acceptance of the same in its entirety.
2. Earnest money of Rs.2,00,000/- (Rupees two lakhs) in the form of FDR/Bank Draft No..... dated .....in favour of Cement Corporation of India Ltd. payable at New Delhi/ B.G. from any nationalized bank (in CCI format enclosed at Annexure - A) No..... dated.....
3. Certificate whether any officer of your Corporation is related to me/us or not (Annexure `B`)
4. List of unexecuted orders in hand as per (Annexure C)
5. Additional information to be furnished (Annexure D)
6. Details of Plant & Machinery installed (Annexure D1).
7. Details of testing facilities installed (Annexure D2)

- 8. Details of orders executed, including CCI during last 3 years (Annexure D3)
- 9. Freight element by rail (Annexure 1B)
- 10. Freight element by road (Annexure 1C)
- 11. A copy of our/my latest Income Tax Clearance Certificate/ Latest Income Tax Return duly attested by a Gazetted Officer.
- 12. Partnership Deed/Memorandum of Articles of Association by partnership firms/companies duly attested. In case of partnership deed, the same is registered/not registered.
- 13. Modvat Credit – ( Annexure E )

B. Price bid only as per format enclosed in separate sealed envelope superscribed “PRICE BID”

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

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

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

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

Yours faithfully,

( SIGNATURE OF THE TENDERER WITH SEAL)

WITNESS (NAME & ADDRESS)

1.....  
.....  
.....

2.....  
.....

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

PART – I : INSTRUCTIONS TO TENDERER :

1.GENERAL :

- a)The tender should be addressed to the officer who has invited the tenders.
- b)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 :

- a) Every tender shall be made out in English. All amounts shall be indicated by tenderer in figures as well as in words. When there is any difference between prices quoted in figures and words, lower of the two shall prevail. Tender should be free from over writings. All corrections and alterations should be duly attested by the Tenderer. The word “NOT QUOTED” should be written against item in the schedule for which the tenderer does not wish to quote.
- b) Tender is to be sent by post or deposited in tender box kept for this purpose in the office of CCI so as to be available within the due date and time fixed, in a sealed envelope in the manner prescribed below:
  - i) Techno-Commercial terms and conditions should be sent in a separate sealed cover and should be superscribed as “TECHNO-COMMERCIAL BID”.
  - ii) The Price portion should be sent in a separate sealed cover and should be superscribed as “PRICE BID”.
  - iii) Both these sealed covers should be sent in a separate sealed cover and all the envelopes should be marked as under:-
    - A)Offer for .....
    - B)CCI’s Tender No.....
    - C)Date of opening of Tender
  - iv) In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof. 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.
  - v) 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.

- vi) A true copy of the partnership deed (and Articles and Memorandum of Company) duly attested should be furnished.
- vii) Tenders received after the specified time & date are liable for rejection.
- c) Tenders not submitted in the prescribed formats and not completed in all respect are likely to be rejected.
- d) The tender documents are non-transferable. Only those firms can participate in whose name the tender has been sold.
- e) The tender with terms and conditions in Part-I, II, III & IV duly signed on each page shall be sent alongwith EARNEST MONEY DEPOSIT and not be kept in the PRICE BID, but SHALL be enclosed with the COMMERCIAL BID.
- f) 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 "Invitation of Tender" or reject any/all tender(s) without assigning any reasons thereof.
- g) Tenderer must submit copy of his latest Income Tax Clearance Certificate / Latest Income Tax Return from appropriate Income Tax Authority in the form prescribed therefor duly attested by a Gazetted Officer.

### 3. OPENING OF TENDER:

- a) Tenders will be opened on the specified date and time in the office of the Officer inviting the tender or as directed by him, in the presence of such of those tenderers who may choose to be present. The representatives will have to establish their identity to the satisfaction of the Corporation by producing introductory letters from the firm/company. Otherwise they may not be allowed to be present at the tender opening.
- b) The tenders which are not received in separate covers as explained above are liable for rejection.

### 4. CLEAR UNDERSTANDING :

When a tenderer submits his tender in response to this tender documents, he will be 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 open 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. REFERENCE LIST:

The tenderer(s) should submit along with their tender(s) the list of unexecuted orders in hand, if any, for same/similar jobs and period by which jobs are proposed to be completed (Proforma enclosed Annexure 'C')

7. AWARD OF CONTRACT:

a) 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 split the quantities against the tender of 70% & 60% alumina bricks between L-1 and L-2 tenderers in the ratio of 60:40, if L-2 tenderer match the L-1 rates. In case L-2 tenderer do not match the L-1 rates, option will be given to other tenderers starting from L-3, L-4 ..... to match L-1 rates and accordingly quantities will be split in the ratio of 60:40 between L-1 tenderer and the tenderer who match the L-1 rates. If L-2/L-3/L-4 ..... tenderer do not match the L-1 rates, full quantity will be awarded to L-1 tenderer.”
- 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.

- b) Normally no price negotiation will be conducted. Tenderers are advised to quote lowest rates on firm basis in their offers.
- c) Firms which have failed to fulfil earlier contractual obligations may not be considered.
- d) 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.
- e) The Corporation does not bind itself to accept the lowest or any tender to assign any reason for non-acceptance of the same.
- f) 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.

8. 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.

9. 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.



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CEMENT CORPORATION OF INDIA LTD  
(A GOVT. OF INDIA ENTERPRISE)  
PART-II : GENERAL TERMS AND CONDITIONS

1.0 EARNEST MONEY DEPOSIT:

- 1.1 All tenderers including those registered with the Corporation should furnish earnest money, as specified, by way of Bank Draft or Fixed Deposit Receipt (FDR) in favour of Cement Corporation of India Limited payable at New Delhi or Bank Guarantee from any nationalized bank for equivalent amount as per CCI's format. 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 2.3 below.
- 1.5 Public Sector Undertakings (Central/State) and SSI units registered with NSIC are exempted from submission of Earnest money deposit. The SSI units shall furnish a documentary proof to the effect that they are registered with NSIC along with the tender documents.

2.0 SECURITY DEPOSIT:

- 2.1 The amount of Security deposit as specified in the terms and conditions of the tender/LOI shall be deposited by the successful tenderers within 15 days of acceptance of offer i.e. issue of Rate Contract/P.O.
- 2.2 Failure to furnish Security Deposit in accordance with the conditions of the tender i.e. within 15 days of the acceptance of offer/issue of Rate Contract/P.O. 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 favour of Cement Corporation of India Ltd. from any nationalized bank in the prescribed form valid for a 6 months beyond the date of completion of contract with a further claim period of 3 months. The Earnest money deposit in the

form of bank draft will be adjusted towards portion of security deposit, in the case of successful bidder.

- 2.4 If work is not started after acceptance of tenderer's offer, EMD/SD will be forfeited.
- 2.5 In the event of any approved upward revision in the value of the contract the successful tenderer 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 fulfil 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.

### **3.0 MEMBER OF THE CORPORATION NOT INDIVIDUALLY LIABLE:**

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 herein contained.

#### 4.0 CORPORATION NOT BOUND BY PERSONAL REPRESENTATION:

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.

#### 5.0 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.

#### 6.0 SUB-LETTING OF CONTRACT:

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.

#### 7.0 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.

#### 8.0 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, inform 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 ceasation 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.

#### 9.0 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 to the Chairman-cum-Managing Director of Cement Corporation of India Limited for appointment of a Sole Arbitrator. There will be no objection if the Arbitrator so appointed is or was an employee of the Corporation and whether he had at any time in discharge of his duties as an employee had expressed views on all or any of the matters in dispute or difference or dealt with the matter in substance. The Arbitrator shall give award with reasons in respect of each claim, dispute or difference referred to him in the event the value of the dispute(s) exceeds Rs.50,000/-. The award of the Arbitrator shall be final and binding on the parties to this contract.

- 10.2 Subject to aforesaid the Arbitration & Conciliation Act, 1996 and the rules made thereunder and any statutory modifications thereof for the time being in force shall apply to the arbitration proceedings under this clause.

- 10.3 The work under the contract shall be continued uninterrupted during the pendency of the arbitration proceedings and no payment due from one to the other parties therein shall be withheld on account of pendency of such proceedings unless such payment related to the matter under arbitration.

- 10.4 The venue of the arbitration shall be New Delhi or such other place as the arbitral tribunal at his discretion may determine.

11.0 JURISDICTION:

- 11.1 It is hereby agreed by the parties here to that only courts at New Delhi/ Delhi shall have jurisdiction to decide or adjudicate upon any dispute which may arise out of or be in connection with this agreement.

12.0 LAWS GOVERNING THE CONTRACT:

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

13.0 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.

14.0 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).

## 15.0 OTHER COMMERCIAL TERMS AND CONDITIONS

### 15.1 PRICES:

- a) 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.
- b) Any statutory levy / variation in the excise duty, Cess on ED sales tax and entry tax etc. 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.
- c) 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.
- d) 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 SALES TAX:

The Central or State sales tax, if applicable will be paid at concessional rate on the cost of the finished goods being supplied including excise duty thereon at the rates prevailing at the time of scheduled delivery period subject to the suppliers claiming the same as a separate item in their bill. The paying authority shall furnish 'C' form/ declaration form at the time of final settlement of the bills. The supplier shall furnish the following certificate on the body of the bill claiming aforesaid amount of Sales Tax.

“It is certified that the goods, on which sales tax has been charged, have not been exempted under the Central Sales Tax Act, or the State Sales Tax Act or the rules made thereunder. The amount charged on account of sales tax on those goods are

not more than what is payable under the provisions of the relevant act, or the rules made thereunder.:"

“Certified further that we (our branch/or Agent) ..... address .....  
..... are registered as dealers in the State of ..... under local  
Registration No. .... and in the State of ..... under Central  
Registration No. .... for purpose of Sales Tax.”

### 15.3 EXCISE DUTY & CESS ON EXCISE :

In case Excise duty & Cess on Excise Duty is payable on the finished goods which are to be supplied, the supplier shall record the following certificate on their bills.

“It is certified that the excise duty & cess on excise duty, on the goods on which it has been charged, has actually been paid by us and is not more than that is payable under the provisions of the relevant act, or the rules made thereunder. Excise duty gate pass should be enclosed along with the supplies and photo copy of ED gate pass should be enclosed along with copy of invoice to be forwarded to C.O. MM deptt.”

### 15.4 PACKING AND MARKING:

- a) All machinery equipments, 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.
- b) 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.
- c) 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.
- d) All packing and forwarding charges are to be borne by the supplier.

### 15.5 DELIVERY AND LIQUIDATED DAMAGES:

- a) The successful tenderer, on receipt of Purchase Order, will finalise 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.
- b) 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.

- c) 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.

#### 15.6 FREIGHT

- a) 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 underload consignment are to be avoided.
- b) The supplier shall obtain clear and unconditional Railway Receipt/ Parcel way bills/ lorry receipts from the Carriers.
- c) 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.

#### 15.7 INVOICING

- a) 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.
- b) 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.
- c) 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.
- d) 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.
- e) 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.

#### 15.8 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. All detailed records about the stage inspection will always be kept by the manufacturer 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.

#### 15.9 WARRANTY REGARDING QUALITY OF MATERIALS SUPPLIED

- a) 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.
  - b) 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.
16. 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.
17. 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.
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CEMENT CORPORATION OF INDIA LTD  
NEW DELHI

ANNEXURE – “A”

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

Where as M/s ..... (name and address of the party) a Company incorporated under the Companies Act, 1956, having its registered office at ..... (hereinafter called the Tenderer) wish to participate in tender enquiry no..... of the Cement Corporation of India Ltd., a Company incorporated under the Companies Act, 1956, having its registered office at SCOPE complex, Core-V, 7 Lodi Road, New Delhi 110003 (hereinafter called the ‘Corporation’) for \*\* supply/execution of ..... (name of the supply item/work) for ..... (name of CCI’s Project/Factory).

AND WHEREAS in terms of the tender conditions the tenderer is required to furnish to the CORPORATION a bank guarantee for the sum of Rs..... (Rupees ..... (in words) as Earnest Money Deposit against the ‘Tenderer’s offer aforesaid.

AND WHEREAS we ..... (name and address of the bank) have at the request of the Tenderer agreed to give to the CORPORATION this guarantee as hereinafter contained.

We ..... (name of the bank) hereby undertake the guarantee to pay immediately to the CORPORATION on demand in writing by the CORPORATION the amount of Rs..... (Rupees ..... (in words), without any reservations and recourse, if the Tenderer shall for any reason backout, whether expressly or impliedly, from their said tender during the period of its validity of any extension thereof or the Tenderer fails to execute the order/ work awarded to them by the CORPORATION against the said tender.

We ..... (name of the bank) further agree that our liability to pay the aforesaid amount is not dependent or conditional on the CORPORATION proceeding against the Tenderer and we shall be liable to pay the amount, without any demur merely on a claim being raised by the CORPORATION.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said TENDERER but shall in all respects and for all purpose be binding and operative until payment of all moneys due to CORPORATION in respect of such liability or liabilities are paid.

NOTWITHSTANDING anything to the contrary in aforesaid paragraphs, our liability under the guarantee is restricted to Rs..... (Rupees..... (in words), our guarantee shall remain in force till ..... (date) (to be given for 6 months from the date of opening of Techno-commercial bid). Unless a suit or action enforce a claim under the guarantee is filled on us within two months from the aforesaid date viz., ....., we shall be relieved and discharged from all liability thereunder.

We ..... (name of the bank) lastly undertake not to revoke this guarantee during its currency except, with the previous consent of the CORPORATION in writing.

For .....

Dated .....

\* Delete if not applicable

\*\* Delete whichever is not applicable

CEMENT CORPORATION OF INDIA LTD  
NEW DELHI

ANNEXURE – ‘B’

I declare that the following officer of the Corporation are related to me/ no officer of the Corporation is related to me:

S.No.	Name of the Officer	Post held	Place of posting
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Signature of tenderer  
(Name / full address with seal)

## CEMENT CORPORATION OF INDIA LTD

NEW DELHI

## ANNEXURE – 'C'

## UNEXECUTED / PRESENT CONTRACTS / JOBS IN HAND

S.No.	Name of client	Nature of work	Tonnage contract	Approx. value of (Rs. In lakhs)	Date of start	Stipulated date of completion
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Note: Please attach photo copies of contracts

Signature of tenderer  
(Name / address with seal )

Place:

Date:

## CEMENT CORPORATION OF INDIA LIMITED

NEW DELHI

ANNEXURE-'D'FORMAT FOR ADDL. INFORMATION TO BE FURNISHED BY THE TENDERERS (REFER  
SPL. INSTRUCTIONS PART III SPL. TERMS & CONDITIONS)

1. Name of the Firm
2. Complete Postal address/Gram/Tlx/Phone etc.
  - a) Head Office/Corporate Office
  - b) Factory
  - c) Other branches (incl. Delhi office, if any)
3. Whether Public Sector/Private Sector/Joint Sector etc.
4. Type of Organisation :
  - 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)
    - v) Name & address of the Bankers (Please attach reference letter from your banker)
  - 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.
    - v) Name & address of the Bankers (please attach reference letter from your banker)
5. Date of commencement of production of item for which tender is being submitted



6. Annual turnover for last 3 years \_\_\_\_\_ Amount Rs. In lakhs  
of the category/item for which tender  
is being submitted.
7. List of Plant & Machinery installed  
(Details to be furnished as per  
Annexure-D 1)
8. Details of orders executed/completed including  
CCI's, if any, during last 3 years (details to be  
Furnished as per Annexure-D2). (Photocopies of  
orders/contracts alongwith performance certificates  
from buyers to be enclosed).
9. Present order in hand (Details to be furnished as  
per Annexure `C') (Photocopies of orders/  
contracts to be attached).
10. Details of Foreign collaboration, if any. (Please  
attach photocopies of collaboration agreement if  
it is there).
11. **FINANCIAL**
- a) Investment on fixed assets of building,  
fitting & fixtures.
- b) Investment on Plant & Machinery tools  
And dies etc.
12. **Testing Facilities**
- i) Is your firm authorised to use ISI certification  
mark (give authority reference with copies)
- ii) Are these testing facilities adequate in line  
with ISI.
- iii) What are the test facilities (Test Equipments  
Annexure – D2)
13. Are you on the approved list with any of the following  
Supply of items quoted :
- Any Public Sector Undertakings
  - Cement Plants
  - Other reputed agency
- (Enclose photocopies of Registration Certificates)

**14. LIST OF ENCLOSURES ATTACHED BY VENDORS TO BE INDICATED**

	Enclosed	Not Enclosed
a) Latest Income Tax Clearance Certificate/ Latest Income Tax Return	_____	_____
b) Partnership Deed, if applicable	_____	_____
c) Copies of last three years audited Balance sheets with Profit & Loss A/cs	_____	_____
d) List of Plant & Machinery (as per Annexure D1)	_____	_____
e) Photocopies of Performance Reports From the customers	_____	_____
f) Details of present orders in hand (as per Annexure – C)	_____	_____
g) Photocopy of foreign collaboration, If applicable	_____	_____
h) Reference from the Bankers indicating Financial status of the company	_____	_____
i) Details of Testing Facilities (as per Annexure D2)	_____	_____

It is hereby solemnly declared that the above information and the date furnished in the enclosed Annexure is true to the best of our knowledge.

Signature of Tenderer

Name of the Singnatory

Designation  
Seal of the Company

Place :

Date :

## ANNEXURE – D-1

DETAILS OF PLANT & MACHINERY INSTALLED

Name of Firm :

Sl. No.	Machinery	Size/Capacity	Qty.	Year of Manufacture	General Condition
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Signature :

Name :

Designation :

## ANNEXURE – D –2

DETAILS OF TESTING FACILITIES INSTALLED

Name of Firm :

Sl. No.	Item	Size/Capacity	Qty.	Year of Manufacture	General Condition
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Note : Also specify if test facilities like Radiography, Magnetic crack detection ultrasonic, physical test and chemical test facilities are available. Also indicate routine and type-testing facilities.

Date :

Signature :

Name :

Designation :

## ANNEXURE – D-3

**DETAILS OF ORDERS EXECUTED  
INCLUDING CCI DURING THE LAST THREE YEARS**

-

Name of firm :

Type of items (give details)	Name of the party to whom supplied	Value	Date of order	Delivery date	Date of actual completion

Date :

Signature :

Name :

Designation :

ANNEXURE – 1BFREIGHT CERTIFICATE BY RAIL DESPATCHES

To Destination Stn. of CCI Factories	From Distance in Km. Stn. Of despatch & whether BG/MG	Freight/ Quintal	Rate of sur- charge/trans- shipment charges/ Quintal	Net freight/ Quintal (3+4)
1.	2.	3.	4.	5.

(To be filled in by the Tenderer)

1. Bokajan (NF Rly.)	BG
2. Jagadhari(N.Rly)	BG
3. Tandur (S.C.)	BG

(  
Signature of Station Master for  
Duly certifying & attesting the  
Above with Seal & Date

(  
Signature of Tenderer  
Date

ANNEXURE – 1CFREIGHT ELEMENT BY ROAD

Destination Station Of CCI factories -----	Distance in Kms. From Stn. of despatch to factory site -----	Freight/MT -----
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1. Bokajan, Distt. Karbi Anglong(Assam)
2. Rajban, Distt. Sirmour (HP)
3. Tandur, Distt. K.V. Ranga Reddy (AP)

The above road freight charges shall remain firm during the contractual period and no variation on any account whatsoever, shall be allowed.

Signature of Tenderer  
With date & seal

ANNEXURE - ECEMENT CORPORATION OF INDIA LTD.  
NEW DELHIMODVAT CREDIT

We are entitled for availment of MODVAT Credit in respect of excise duty and cess on E.D. paid on exciseable materials. For availing MODVAT Credit, following documents are required to be submitted to our respective Units alongwith supply of materials :-

- i. A clear invoice-cum-excise gate pass, having excise duty tariff head No., cess on E.D. etc. duly stamped and signed by the supplier.
- ii. The excise duty and Cess rate and amount should be clearly shown separately in the invoice-cum-excise gate pass.
- iii. The duplicate copy of invoice-cum-gate pass meant for transporter with title 'Transporter Copy'.

Please confirm all the documents would be submitted alongwith each and every supply to our Units for availment of the MODVAT Credit. In case any of the documents is not submitted, MODVAT Credit amount will be debited from your bill for the concerned supply.

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

In case excise duty is not applicable, the same may be clearly mentioned alongwith techno-commercial bid.



## CEMENT CORPORATION OF INDIA LIMITED

## PART – III - SPECIAL TERMS &amp; CONDITIONS FOR SUPPLY OF

## ALUMINA BRICKS PRODUCED IN TUNNEL KILN

In addition to the General Terms & Conditions of the tender under Part-I & II, the following special terms & conditions will also apply to the contract.

These special terms & conditions, if contradictory to any conditions given in Part-I & Part-II, shall prevail upon the conditions given therein:

## A) General

## 1.0 Specifications:

- 1.1 The specifications of the material required are attached as Part –IV, and only manufacturers with experience/ facilities as explained in Part-IV will be considered.

## 2.0 Quantity:

- 2.1 The qty given in Price Bid format is indicative and subject to variation. The Corporation can increase or decrease the qty. without assigning any reason at the time of ordering and will not be liable for any claim whatsoever on account of reduction or increase in the quantity.
- 2.2 The total quantity indented by Corporate Office against the order placed for the unit(s) may vary by +/-20% at the discretion of the Corporation though variation in quantity for a specific size could be to any extent, but within the total qty. ordered with a variation of +/- 20%.
- 2.3 The period of contract may be extended suitably till the supply of ordered qty. with variation of +/- 20% is completed, if so required without any prejudice to CCI's right of levying Liquidated Damages.
- 2.4 Non-acceptance of indents, as may be received from the Corporate Office on monthly/ quarterly basis as per Corporate Office requirements, by the supplier on any account viz. Qty., delay in receipt of indent etc. will tantamount to breach of contract and supplier will be liable to pay penalty/LD as per decision of the Corporation based on the relevant paras of the terms & conditions of the contract.

### 3.0 Delivery

- 3.1 The supply has to be made in phased manner on monthly/ quarterly basis as per requirement of the respective units to be conveyed by Corporate Office periodically during the pendency of the contract and the same shall be binding on the supplier.
- 3.2 The Corporate Office shall place the indents along with the drawings (wherever required) and the supplier shall supply the material within the delivery period and as per schedule stipulated in the order.
- 3.3 In case of phased delivery, the supplier shall arrange the supplies of the material in such a manner that the quantity as indicated by Corporate Office for the monthly/ quarterly requirement is supplied during the month/ quarter as per requirements/ priority of the unit(s).
- 3.4 The Corporation reserve its right to suspend supplies in a particular month/ quarter or cancel the indent in part or in full without entitling the supplier to any claim or compensation whatsoever.
- 3.5 In the event of CCI delaying issue of instructions for phased deliveries, issue of road permit, if required, the supplier will make all possible efforts to complete such supplies also within the period stipulated. However, the supplier shall be entitled for extension of delivery period equivalent to period by which such Road permits have been delayed by the CCI.
- 3.6 The CCI is entitled to obtain adhoc quantity to be supplied in a particular month/ quarter for meeting any of their urgent requirement taking into consideration the total quantity for which the contract has been entered into.
- 3.7 All terms & conditions stipulated in the contract will be applicable to such ad hoc requirements also.
- 3.8 The completion of delivery, in case of F.O.R. ex-works/ Stn. of despatch contracts, shall be on the date of despatch of material by the supplier. It shall, however, be the responsibility of the supplier to ensure that the material reaches CCI's respective unit(s) within reasonable transit time. In case of F.O.R. destination contracts the completion of delivery shall be on the date of actual receipt of material at CCI's factory sites.

### 4.0 PRICES

- 4.1 The firm rates as per clause no. 15.1 of Part-II should be quoted in our prescribed price bid proforma as per Annexure-1 indicating separately prices for different elements.

- 4.2 Supplier shall furnish distance & firm road freight payable per MT from suppliers works to each of our factory (as per Annexure-1C) on door delivery basis. This will be pre-requisite of the tender and no variation in freight charges will be allowed during the contractual period.
- 4.3 The rates should be quoted on FOR destination basis inclusive of taxes, duties, freight, packing forwarding & transit insurance etc.

## 5.0 PAYMENT TERMS:

- 5.1 100% payment towards cost of material including excise duty, sales tax and freight shall be released by the concerned unit within 30 days after receipt, physical inspection and acceptance of material at factory site & after adjustment of any recovery/ liquidated damages for delay in delivery, if any.

## 6.0 SECURITY DEPOSIT

- 6.1 Successful tender(s) shall have to furnish a security deposit equivalent to 5% (five per cent) value of the order calculated on landed cost basis i.e. basic price plus taxes, duties and freight by way of demand draft/ bank guarantee from any nationalized bank (in CCI's format to be provided by respective unit) in terms of clause 2 of Part II of the tender documents towards satisfactory performance of the contract. Security deposit is to be submitted at respective unit.
- 6.2 SD shall be released within 3 months after completion of supplies and acceptance of material by the respective unit..

## 7.0 INSPECTION

- 7.1 Inspection/ testing of the materials will be done at CCI's factory sites on receipt of material. The supplier shall furnish test certificates of their laboratory and inspection reports, if any.
- 7.2 CCI reserves the right to carry out pre-despatch inspection also at supplier's works as per Clause 15.8 of Part-II, General terms & conditions. In that case, however, detailed inspection may not be required to be done at factory sites.

## 8.0 QUALITY

- 8.1 The supplier shall guarantee that the materials to be supplied shall confirm to the specifications and dimensions as specified in the order. Materials shall be free from any defects arising out of use of defective material or any manufacturing or any other defects.

- 8.2 The supplier shall furnish test certificates of their laboratory and inspection report, if any.
- 8.3 In case of any dispute arising out of rejection of material, joint sampling of the material will be done within 7 days and the sample will be sent to CGCRI, Kolkata, National Test House, Kolkata/ Shri Ram Test House, New Delhi or any other Govt. approved test house for testing as per discretion of CCI. The test results will be binding on both the parties. If as per test report, the materials do not conform to the specifications, the supplier shall arrange for free replacement to CCI site without any extra expenditure whatsoever. In case supplier does not raise any dispute within 7 days from the date of receipt of complaint, it would be construed that the supplier accepts the responsibility and will make free replacement as stated above.
- 8.4 The chemical composition and dimensional tolerances of the material will be governed by the relevant latest Indian Standard Specifications. Testing for chemical composition will also be governed by the relevant latest Indian Standard Specifications.

## 9.0 RETURNS

- 9.1 Monthly return of the despatches for each previous month shall be sent by the supplier by 5<sup>th</sup> of next month to the consignee:
- a) MM deptt of CCI, C.O.
  - b) Concerned unit
  - c) P&I deptt of CCI, C.O.
- i) Qty. due for supply during the month
  - ii) Qty. actually despatched with reasons for variation
  - iii) LR/RR no. & date
  - iv) Bill No. & date
  - v) Qty. awaiting despatches
  - vi) Balance qty. outstanding

Separate monthly returns of each supply order shall be furnished.

## 10. DURATION OF CONTRACT

- 10.1 The contract shall remain valid for placement of indents for a period of one year from the date of letter of intent/detailed order. However, the validity of period for placement of indents may be extended with mutual consent, but in case of any outstanding quantity against the indents placed which have not been supplied within the contract period as per our schedule to be supplied even beyond the period of contract. The validity period shall be extended suitably to complete the outstanding quantity against the indent placed.

11.0 The following information should be submitted along with techno commercial bid.

- a) Monthly capacity in MT per month for manufacturing of the subject product.
- b) Offered qty. in MT to CCI per month & commencement period.
- c) Whether agreeable for diversion to any of the CCI unit as per clause 16 of Part-II General terms & conditions.

12.0 Normally, no price negotiations will be conducted.

13.0 You should enclose the certificate from the appropriate Govt. Authority certifying that you are the manufacturer of items for which offer is submitted.

14.0 The tenderers should be capable of supplying the tendered quantity +/- 20% in the period of one year and should quote accordingly.

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CEMENT CORPORATION OF INDIA LIMITED  
NEW DELHI

**PART IV**

TECHNICAL SPECIFICATIONS FOR 70% ALUMINA BRICKS

Al <sub>2</sub> O <sub>3</sub>	70% Min
Fe <sub>2</sub> O <sub>3</sub>	3% Max.
Bulk Density gm/cm <sup>3</sup>	2.6 Min
Apparent Porosity	23% Max.
CCS	500 Kg/cm <sup>2</sup> Min
PCE O/C	35+
RUL Ta-Te	Ta + 1450 <sup>0</sup> C, Te + 1600 <sup>0</sup> C
PLC at 1450 <sup>0</sup> C for 5 hrs	2.5% max.
Dimensional tolerance	+/- 1.5% or 2 mm whichever is greater unless specified in the drawings.

Identification No./ Mark should be there on each brick.

NOTE: The manufacturer should be a leading Producer of refractory bricks having sufficient experience in the field. Moreover, the manufacturer should have the facility for producing such type of bricks in tunnel kilns only for maintaining uniformity and strict quality control in drying, preheating and sintering of the bricks. They should have well equipped lab with all facilities for conducting tests as per BIS specification (IS 1528 Part-I to Part 17 & IS 10607).

List of lab equipment and facilities available for conducting tests as per above referred BIS, should be enclosed with the tender documents.

CEMENT CORPORATION OF INDIA LIMITED  
NEW DELHI

TECHNICAL SPECIFICATIONS FOR 59-60% ALUMINA BRICKS

Al <sub>2</sub> O <sub>3</sub>	59% Min
Fe <sub>2</sub> O <sub>3</sub>	3% Max.
Bulk Density gm/cm <sup>3</sup>	2.3 Min
Apparent Porosity	25% Max.
CCS	350 Kg/cm <sup>2</sup> Min
PCE O/C	34 Min
RUL Ta-Te	Ta + 1450 <sup>0</sup> C, Te + 1600 <sup>0</sup> C
PLC at 1450 <sup>0</sup> C for 5 hrs	2.5% max.
Dimensional tolerance (+)	+/- 2% or 2 mm whichever is greater unless specified in the drawings.

Identification No./ Mark should be there on each brick.

NOTE: The manufacturer should be a leading Producer of refractory bricks having sufficient experience in the field. Moreover, the manufacturer should have the facility for producing such type of bricks in tunnel kilns only for maintaining uniformity and strict quality control in drying, preheating and sintering of the bricks. They should have well equipped lab with all facilities for conducting tests as per BIS specification (IS 1528 Part-I to Part 17 & IS 10607).

List of lab equipment and facilities available for conducting tests as per above referred BIS, should be enclosed with the tender documents.

CEMENT CORPORATION OF INDIA LIMITED  
NEW DELHI

TECHNICAL SPECIFICATIONS FOR 44-45% ALUMINA BRICKS

Al <sub>2</sub> O <sub>3</sub>	44% Min
Fe <sub>2</sub> O <sub>3</sub>	2% Max.
Bulk Density gm/cm <sup>3</sup>	2.0 Min
Apparent Porosity	25% Max.
CCS Kg/cm <sup>2</sup>	250 Min
PCE O/C	32 Min
RUL Ta-Te	Ta + 1450 <sup>0</sup> C, Te + 1600 <sup>0</sup> C
PLC at 1450 <sup>0</sup> C for 5 hrs	1.5% max.
Dimensional tolerance	+/- 2% or 2 mm whichever is greater unless specified in the drawings.

Identification No./ Mark should be there on each brick.

NOTE: The manufacturer should be a leading Producer of refractory bricks having sufficient experience in the field. Moreover, the manufacturer should have the facility for producing such type of bricks in tunnel kilns only for maintaining uniformity and strict quality control in drying, preheating and sintering of the bricks. They should have well equipped lab with all facilities for conducting tests as per BIS specification (IS 1528 Part-I to Part 17 & IS 10607).

List of lab equipment and facilities available for conducting tests as per above referred BIS, should be enclosed with the tender documents.



CEMENT CORPORATION OF INDIA LIMITED  
NEW DELHI

TECHNICAL SPECIFICATIONS FOR 34-35% ALUMINA BRICKS

Al <sub>2</sub> O <sub>3</sub>	34% Min
Fe <sub>2</sub> O <sub>3</sub>	2% Max.
Bulk Density gm/cm <sup>3</sup>	2.0 Min
Apparent Porosity	23% Max.
CCS Kg/cm <sup>2</sup>	250 Min
PCE O/C	31.5 Min
RUL Ta-Te	Ta + 1310 <sup>0</sup> C, Te + 1520 <sup>0</sup> C
PLC at 1450 <sup>0</sup> C for 5 hrs	1.5% max.
Dimensional tolerance	+/- 2% or 2 mm whichever is greater unless specified in the drawings.

Identification No./ Mark should be there on each brick.

NOTE: The manufacturer should be a leading Producer of refractory bricks having sufficient experience in the field. Moreover, the manufacturer should have the facility for producing such type of bricks in tunnel kilns only for maintaining uniformity and strict quality control in drying, preheating and sintering of the bricks. They should have well equipped lab with all facilities for conducting tests as per BIS specification (IS 1528 Part-I to Part 17 & IS 10607).

List of lab equipment and facilities available for conducting tests as per above referred BIS, should be enclosed with the tender documents.

**(ANNEXURE-I)****PRICE BID FORMAT****FOR SUPPLY OF ALUMINA BRICKS PRODUCED IN TUNNEL KILN****NIT no. 6(4)10-MMO**

S. No.	Item description	Qty. MT	Basic Rs/MT	ED %	Cess on ED %	ST %	Any other charges Rs.	Freight charges (Rs/MT)			Landed cost (Rs/MT)			Remarks	
								BKO	RJO	TDO	BKO	RJO	TDO		
-----															
1.	70% alumina bricks	1205													
2.	60% alumina bricks	500													
3.	45% alumina bricks	145													
4.	35% alumina bricks	302.5													

BKO - Bokajan (Assam)

RJO - Rajban (HP)

TDO - Tandur (AP)

Tenderer Signature with Seal

Name of the Unit -----	Contract no. -----	Registration no: -----
Cement Corporation of India Ltd Rajban Cement Factory P.O. Rajban-173 026 Dist. Sirmur (HP)	01704-222383/ 266221	CST:004595 dt. 16.7.73 LST:SIR/111/428 dt. 12.4.72
Cement Corporation of India Ltd Tandur Cement Factory P.O. Tandur- 5011 158 Dist. Ranga Reddy (AP)	08411- 247223	CST:HYR/02/1/1127/ 88-89 LST:HYR/02/1/1644/ 88-89
Cement Corporation of India Ltd Bokajan Cement Factory P.O. Bokajan-782188 Dist. Karbi, Anglong(Assam)	03675-246106	CST:MMC/66 dt. 9.3.71 LST: FTX/234/76/84 dt. 6.2.77