



CEMENT CORPORATION OF INDIA LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

BOKAJAN CEMENT FACTORY (ISO 9001:2015 Certified Company)

Bokajan, Distt. Karbi Anglong – (Assam)-782490

CIN- U74899DL1965GOI004322

Phone: 03675 246106 / 246108 Fax 03675 246107

[email: ccibcfmech1@gmail.com](mailto:ccibcfmech1@gmail.com)

[website: www.ccilttd.in](http://www.ccilttd.in)

NIT No.: BKJ/MECH/PP/BAGCOUNTER/23-24

Dated: 11.07.2023

NOTICE INVITING E-TENDER (NIT)

(Only through e-procurement)

Online electronics bids through Electronic Tendering Systems (ETS) are invited from experienced/ competent person/agency for "Design, Engineering, Manufacturing, Supply, Installation and Commissioning of Cement Bag counter at Bokajan Cement Factory".

E-TENDER NO.	BKJ/MECH/PP/BAGCOUNTER/23-24
MODE OF TENDER	e-Procurement System (Online Part A - Techno-Commercial Bid and Part B - PriceBid) through etenders.gov.in/e procure/app (CPP Portal)
Date of NIT available to parties to download	From 11.07.2023 (15:00 hrs.) Till 25.07.2023 (14:59 hrs.)
Earnest Money Deposit (EMD)	Rs.13,900.00
Date of Starting of e-Tender for submission of online EMD, Techno-Commercial Bid and Price Bid at etender.gov.in/e procure/app:	From 11.07.2023 (15:00 hrs.) Till 25.07.2023 (14:59 hrs.)
Date & time of opening of Part-A (i.e. Techno-Commercial Bid)	26.07.2023 at 15:05 hrs.
Part-B Price Bid: Date of opening of Part- B i.e. price bid shall be informed separately	To be communicated separately
Validity of offer	120 days from the date opening of techno-commercial bid



CEMENT CORPORATION OF INDIA LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

BOKAJAN CEMENT FACTORY (ISO 9001:2015 Certified Company)

Bokajan, Distt. Karbi Anglong – (Assam)-782490

CIN- U74899DL1965GOI004322

Phone: 03675 246106 / 246108 Fax 03675 246107

Email: ccibcfmech01@gmail.com

Website: www.ccilttd.in

NIT No.: BKJ/MECH/PP/BAGCOUNTER/23-24

Dated: 11/07/2023

List of Annexure

The tender documents comprise of following:-

Annexure-A	Important Instructions to Bidders for E-Procurement.
Annexure-I	Covering letter which must be submitted by tenderer duly filled in.
Available of CCI website	General terms and conditions part-1 & Part-II with Annexure 1 to 9
Annexure - B	Part-III- Special terms & conditions
Annexure - C	Part- IV : Technical specifications
Annexure - D	Input Tax Credit
Annexure -E	Integrity Pact
Annexure - F	Price Bid (Price schedule) to be submitted duly filled in on-line. Cost break up rates quoted may also be furnished.

Important instructions for E-Procurement

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

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

1	<p>Process of E-tender :</p> <p>Registration:</p> <p>The process involves vendor's registration with tender wizard e-procurement portal. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. NIC-CPPP is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT etenders.gov.in/e procure/app</p> <p>1).Vendors are required to register themselves online with etenders.gov.in/e procure/app Register as Vendor Filling up details and creating own user id and password→ Submit.</p> <p>2).Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>In case of any clarification, please contact CCI/NIC-CPPP portal.</p> <p>Contact person (Cement Corporation of India): HOD (Mech)</p> <p>CCI, Bokajan Cement Factory, Bokajan, Dist: KarbiAnglong Assam-782490 Contact No.: 03675-246109, + M: 9993586760 E-mail : ccibcfmech01@gmail.com</p> <p>2. HOD (MM)</p> <p>CCI, Bokajan Cement Factory, Bokajan, Dist: KarbiAnglong Assam-782490, M: 7086653319 E-mail : bokajanmm01@gmail.com</p> <p>(A) Help Desk (NIC-CPPP): (E-commerce): For any technical related queries please call at 24X7 Help Desk Number 0120-4001 002/005, 0120-6277 787</p>
---	---

	<p>(B) System Requirement: Windows 8, 10 Professional Operating System, Internet Browser-9, 10 &11 Signing type Class 3 digital signature Java JRE 6 and above.</p> <p>THE VENDORS ARE ADVISED TO GO THROUGH THE <u>Help Manual</u> LINK AT etenders.gov.in/e procure/app FOR GENERAL GUIDANCE ABOUT TENDER PROCESS.</p>
	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by CCI. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p> <p>Note: The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However, in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>
3	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4	<p>In case of failure to access the payment towards cost of tender document & EMD for any reason, the vender, in term, will not have the access to on line e-tender and no correspondence in this respect will be entertained and CCI will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of tender fee and EMD through Online well in advance and verify completion of transaction in respect of tender fee and EMD.</p> <p>Vendors are instructed to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through <i>Attach Document</i> link against the particular tender. For further assistance please follow instructions of Vendor Help Manual.</p>
5	All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by CCI. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with Tender wizard (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
6	The responsibility of downloading the related corrigenda, if any, will be that of the responsibilities of the parties.
7	E-tender cannot be accessed after the due date and time mentioned in NIT.

8	<p>Bidding in e-tender & Reverse auction:</p> <p>Bidder(s) need to submit necessary EMD and Tender fees (If ANY) to be eligible to bid online in the e-tender. Tender fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by CCI.</p> <p>The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid is explained in Help Manual.</p> <p>a. In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>b. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</p> <p>(c). The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>(d). All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter SUPPLIER.</p> <p>(e). It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system. Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>(f). No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.</p> <p>(g). Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p>
09	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 etenders.gov.in/e procure/app of NIC-CPPP.
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, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
17	Bidders are requested to read the vendor Help Manual in the home page etenders.gov.in/eprocure/app to familiarize themselves with the system before bidding.

For and on behalf of CCI Ltd

HOD (Mech)

The Letterhead of the Bidder

Annexure-1

Covering letter

To,
HOD (Mech)
Cement Corporation of India Ltd. Bokajan Cement Factory
Dist: Karbi Anglong (Assam) 782490

Sub: - Design, Engineering, Manufacturing, Supply, Installation and Commissioning of Cement Bag counter at Bokajan Cement Factory.

Ref:-Your NIT No. BKJ/MECH/PP/BAGCOUNTER/23-24

Dated

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 etenders.gov.in/eprocure/app (CPP Portal) .

Sl. No.	Description	Yes/No/NA
1	The Tender Special terms and conditions in Part III (Annexure-B) and Part IV(Annexure-C) duly signed digitally and stamped on each page in token of acceptance of the same in its entirety	
2	General Terms and Conditions Part I & II	
3	Scanned copy of Covering letter Annexure -1) (Available in CCI website)	
4	Scanned copy of Integrity pact & IEM. (Annexure -2) (Available in CCI website)	
5	Certificate whether any officer of your Corporation is related to me/us or not (Annexure-3) (Available in CCI website)	
6	List of unexecuted orders in hand as per (Annexure-4) (Available in CCI website)	
7	Bidder firm/ Company profile (Annexure-5) (Available in CCI website)	
8	Details of plant and machinery installed. (Annexure -6) (Available in CCI website)	
9	Details of testing facilities installed. (Annexure -7) (Available in CCI website)	
10	Details of orders executed, including CCI during last 3 years (Annexure-8) (Available in CCI website)	
11	Declaration letter having read and understood the GTC. (Annexure-9) (Available in CCI website)	

12	GST Registration No	
13	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)	
14	Partnership Deed/Memorandum & Article of association	
15	IT returns for last three years.	
16	Balance sheet for last three years	
17	In case of firm registered with MSME, Certificate from MSME (NSIC Certificate) clearly Specifying the date of registration along with starting of manufacturing process and whether it is registered under ST/SC. The firms registered with MSME will also have to submit a copy of Udyog Aadhar Memorandum	

Part-B: Price bid: submitted on-line as per “PRICE BID” format Annexure -F

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-III

SPECIAL TERMS AND CONDITIONS OF TENDER FOR DESIGN, ENGINEERING, MANUFACTURING, SUPPLY, INSTALLATION AND COMMISSIONING OF CEMENT BAG COUNTER AT BOKAJAN CEMENT FACTORY.

In addition to the General Terms and Conditions of tender under PART – I & II, the following terms and conditions will also apply to the contract. These special terms and conditions, if contradictory to any conditions given in PART – I & II, will prevail upon the conditions given therein. In addition to the above, the following will also apply.

In addition to the above, the following will also apply.

1. OBJECTIVE:

Counting of number of bags on each Truck at each loading point and Total number of bags loaded in the Truck at the end of the day.

2. SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

Design, engineering, manufacturing, supply, installation and commissioning of bag counting system for Cement bag loading in Trucks at each loading point and Total no of bags loaded at the end of the day at Bokajan Cement Factory.

Detailed scope of work mentioned in Part IV.

3. ELIGIBILITY CRITERIA :

The bidder should be well experienced in the line of work under consideration. In proof of the same the bidder should furnish documentary evidence such as copy of few work orders executed by them/ certificate for satisfactory performance of the work issued to them for the work of similar nature with value.

4. PRICES :

- i The Bank Guarantees as mentioned under different columns (EMD, Security Deposit, Advance & Performance guarantee etc.) are to be submitted as per CCI formats from any Nationalized Banks only of equal amount as per validity indicated in the relevant clause with claim period of further three months.
- ii Prices are to be quoted on firm and F.O.R. destination basis as per Price Bid format only. However, GST, will be payable as per actual as applicable.
- iii No escalation during the period of contract / execution of the entire contract / extended period on whatever reasons thereof will be allowed in prices.
- iv The price should be quoted strictly in our prescribed Price Bid Performa only enclosed with the tender, both in figures and words to avoid ambiguities. In case of any difference in figures & words, the lower amount of the two will be taken into consideration.
- v Award of contract will be solely at the discretion of CCI.
- vi Price quoted in tender shall remain firm till the end of the contract period.

5. EARNEST MONEY DEPOSIT (EMD)

Rs 13,900/- to be paid through online mode through NEFT/RTGS in below given account details:

Name of Beneficiary: Cement Corporation Of India Ltd.

Account No.: 33067285257

Bank: State Bank Of India

Branch: Bokajan

IFSC Code: SBIN02028

SSI units registered with NSIC, MSME and Public Sector Undertakings are exempted from furnishing EMD only.

6. SECURITY DEPOSIT(SD):

The security deposit an amount of 5% of contract value (i.e. including taxes, freight, P&F etc.), shall be deposited by successful bidders within 15 days from date of award of LOI/Work Order.

The SD 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 EMD will be adjusted towards portion of security deposit.

This Security Deposit shall be refunded after 3 months from the date of satisfactory completion of the Job and on the basis of certificates given by CCI.

7. PAYMENT TERMS:

- i 90% after completion of the work + Taxes in full after reflecting in the GST portal.
- ii 10% after Warranty period.

8. PERFORMANCE GUARANTEE :

On successful completion of erection, commissioning & satisfactory completion of Warranty period, 10% (Ten percent) of the total contract prices (excluding taxes, duties & freight), will be released after deduction of L.D. & other recoveries, if any.

9. WARRANTY PERIOD:

- a. The tenderer shall guarantee that the entire specified job shall be of first class workmanship and quality for a period of 12months from the date of completion of the job.
- b. The tenderer shall warranty that to replace, rectify or repair free of cost at our Factory site, the components or the parts of the machinery, including the bought outs which have become unserviceable due to any of the defects within a period of 12 (Twelve) months from the date of successful completion of the job. If the tenderer is not complying with the above within a reasonable time, the Corporation shall have the option to rectify, repair or replace the defective parts / machinery after expiry of two weeks' notice and at the risk and cost of the tenderer.

10. MODE OF PAYMENT:

Payment to the tenderer through e-payment only. Payment shall be released by RTGS / NEFT on receipt and acceptance of material/ equipment at CCI site or approval of running bills in case of erection and commissioning charges.

11. DURATION OF THE CONTRACT:

Work to be completed within 60days from the date of work order.

12. TERMINATION OF THE CONTRACT:

CCI reserves the right to terminate/short close the contract within a month with 15 days prior notice to the party regarding reasons.

13. PENALTY/L.D.

- a. Any delay beyond the scheduled completion period of the project will attract penalty @ 0.5% delay per fortnight of the total contract value subject to the maximum ceiling of 5% of the total contract value.
- b. The date of successful commissioning on the basis of certificate given by CCI will be treated as the date of completion for the purpose of calculating penalty.

14. INVOICING:

- a. Three set of copies of invoices showing basic rates, full taxes amount / GST, freight etc. along with packing list, delivery challan, Railway Receipt / Lorry Receipt / Parcel way bill or similar other documents are to be sent to the consignee, in case of direct payment option by DD submitted to CCI duly certified by CCI representative. Copy of these documents should also be sent immediately after dispatch of the consignment to the destination by fax / mail to avoid demurrage / wharf age.
- b. Three copies of invoices of which one shall be original duly pre-receipted along with Packing list/delivery challan shall be sent to the paying authority directly.
- c. If any extra charges including wharf age / demurrage are incurred in taking delivery of the consignment due to supplier's failure to observe the conditions mentioned above, the same would be recovered from the supplier.

15. CONSIGNEE:

- a. HOD (MM) – BOKAJAN (ASSAM). However, the consignment note (**C/N**) / LR / RR shall be endorsed by CCI in the name of tenderer's representative posted at CCI BOKAJAN Unit to facilitate receipt, unloading, transport and safe custody by him at CCI's site.
- b. The successful tenderer should ensure that their site in-charge would be available at Bokajan unit, before the first lot of material reaches the unit, for ensuring the receipt, unloading of the material and its safe unloading as well as custody etc.
- c. Transit insurance, insurance during storage will be in the scope of successful Tenderer only.

16. PAYING AUTHORITY:

H.O.D. (FINANCE) – BOKAJAN CEMENT FACTORY, BOKAJAN.

17. INSPECTION:

- a. The equipment and spare parts shall also be inspected at works at regular intervals by the CCI representative. However, complete supervision shall be on supplier scope.
- b. Inspection shall, in no way, absolve the supplier of their responsibilities of workmanship, quality and performance guarantee offered by them.

18. LAWS GOVERNING THE CONTRACT:

This contract shall be governed by the laws of Union of India in force. All the state & central labour law will be applicable to the worker to the working at the site

ESI REGISTRATION:

The tenderer & their authorized contractor should have ESI Registration & ESI code no. under ESI Act 1948.

19. STATUTORY REQUIREMENT:

The tender should be accompanied by Labour licence, ESIC, IT, PAN & GST reg. no. The contractor shall be responsible for fulfilling all the statutory requirements (related to this contract) as deemed necessary by different agencies. The contractor will bear all cost for above statutory requirement.

20. RULES AND REGULATION:

The contractor should follow strictly all the Rules and Regulations of the Corporation as well as the regulatory/statutory, Local Authority in connection with the contract. The contractor will be held responsible for any violation of the Rules and Regulations of the Corporation and regulatory/statutory authority.

21. ACCIDENT:

The contractor shall be liable for compensation to his labours payable under the Workman's Compensation Act, 1923 or any other Act in case of accident. In case he fails to pay the compensation, the Corporation reserves the right to make the payment and recover the same from any of his bills or Security Deposit. The contractor must obtain Licence from the Labour Licensing Authority before starting the work / fifteen days time of receiving LOI. Labour Licence and Insurance premium will be liability of the contractor. However, insurance premium will be reimbursed by the corporation. Photo copies of the above will be submitted to the P & A Department before the start of the work.

22. OTHERS TERMS & CONDITION:

- a) The validity of the rates quoted shall be for 120 days from the date of opening of tender.
- b) The successful tenderer must submit the ID proof, any accidental policy cover, PPE If any, Aadhar card each of their employee who is attending the job inside the factory.
- c) The employee who is attending the job must cover under accidental policy/ESIC.
- e) The employee who is attending the job must use PPE during visit.
- f) Accommodation is in Contractors Scope.
- e) The persons engaged by the contractor for taking up the jobs should not be under the influence of liquor or any other drugs while working. In case anybody is found in drunken condition, such person shall not be allowed to work.

The contractor will follow all the Rules & Regulations of labor Laws as enforced by the State/Central Government from time to time.

All Safety rules & regulations should be followed strictly. The safety of persons deployed by the contractor shall be the responsibility of the contractor. It is advisable to him to issue all required PPEs to their employees as on when required & insist to him to bear the same during the working hours. In case of any accident/injury to the persons engaged by the contractor, CCI will not be liable to pay anything in this regard.

-00000-

CEMENT CORPORATION OF INDIA LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)

PART- IV: TECHNICAL SPECIFICATIONS

General information of the Plant:

Bokajan cement plant (BCF) is a unit of Cement Corporation of India Ltd, Government of India Enterprises under the Ministry of Heavy Industries. Bokajan Cement Factory went into commercial production in 1977. Plant is situated at Bokajan, Karbi Anglong, Assam on the NH-39 (Golaghat Road) which is connecting to the site with Dimapur on South and Golaghat on North through the Bokajan town. Plant is well connected by Rail and Road; it is 1.4 Km far from Bokajan Railway station, 10Km from Dimapur Railway Station and the nearest airport is Dimapur at 18KM. Bokajan Cement factory is having its own Railway siding(CCIB) adjacent to Factory.

Geographical Location of the site: 26° 01/13.8//N & 93° 45/52.5//E

2. SCOPE OF WORK:

Design, Engineering, Manufacturing, Supply, Installation and Commissioning of Bag counting system for Cement bag loading in Trucks at each loading point and Total no of bags loaded at the end of the day at Bokajan Cement Factory.

- Design, Engineering, Manufacturing & Supply of Bag Counting system.
- The system should be integrated with our existing system. Pacikng plant is operated manually; there is no DCS/PLC.
- The system should be inclusive of the following
 - Bag counting Panel with controller
 - Outdoor LED Display for Bag counter
 - Sensor for Bag count – Ultra sonic Sensor
 - Bag counting PC based software.
 - PC(Dell/Lenovo/HP) with printer
 - UPS
 - All types of Cables, Conduits, Sockets, and Panel board etc.
 - Any other device required for the installation and operation of the system.
- The complete system must be connected through UPS or any other suitable device to protect it from power fluctuation/any electrical damage.
- The system must be able to print daily log sheet at the end of the shift.
- At least last three years data must be accessible in the software in all form i.e Soft and Print and it may store in Cloud and Local drive.
- The entry data could not be modified after closing the dispatch for that day.

- The complete system should be dust proof and all weather condition protected.
- Installation and Commissioning of Bag counting system
 - All types of work like Digging, Mounting, Cable laying, E&I connections, etc. required for the above are in Supplier's scope.
 - All the tools and tackles required for the completion of the project are in supplier's scope.

Scope of work specifies the major outlines of the jobs. The Supplier should take care of all overall aspect as per the site requirement for smooth installation and commissioning of the Bag counting system.

Apart from the above work content the scope of work of the contractor shall also include the following:

- 1) Transportation of material from the stores to site if required/
- 2) Collection, removal & stacking of scrap generated at scrap yard.
- 3) Formation and dismantling of steel staging platforms (if any required) and cleaning the area of such job/works as would be carried out during the work.
- 4) General cleaning of the machinery premises of rejected materials.
- 5) Rectification/modification other than mentioned above as required during the job.
- 6) Consumables required for cleaning , painting, tools & tackles etc. will be in Contractors scope.

4. Other Terms and Conditions:-

- 1) The entry (in and out) of the contractor & workforce shall be regulated as per the instructions by the contractor Personnel/Security Departments.
- 2) All Tools and tackles viz Chain blocks, spanners, welding machines its tools & PPEs for welding & cutting, Grinding machines, safety belts, Wire brush, extension cords, PPEs, consumables etc. will be on Contractors scope.
- 3) The consumables like Welding Electrodes, Oxygen and DA cylinders only will be provided by CCI at free of cost.
- 4) Anticorrosive Paint, Red-oxide, Thinner, Paint Brush etc. are in the Contractor's scope. Paint from reputed Brand like Asian paint/Burger is acceptable.
- 5) Transportation of all tools and tackles including chain blocks, welding machines and accessories, scaffolding material, Grinding machines etc shall be on Contractors scope.
- 6) The R.A. bills shall be forwarded to Finance Department for payment only after due certification by CCI & authorized representative.
- 7) The contractor shall maintain proper record under various Acts/Statutes in force and shall produce the same for inspection whenever required by CCI Statutory to do so.
- 8) While working, the contractor shall provide all safety equipment's and take care of the safety measures as per stipulations of Factories Act & Rules. In case of accident of contractor & workmen, CCI is not liable to pay any compensation etc., on this account. In case of emergency, the contractor & workers will be allowed OPD at our health centre treatment and free cost of treatment shall be recovered from the contractor.

- 9) CCI will not be liable for any loss/damages to the contractor on account of no availability of any fronts or services due to reasons beyond control of CCI.
- 10) The contractor shall at all times indemnify CCI against all claims for compensation under the provisions of the Workmen Compensation Act, or any other law force by or in respect of any workman employed by him.
- 11) **CANTEEN FACILITIES:** Contractor has to make his own arrangements for the same.
- 12) The contractor shall have to present himself or his Site Supervisors/Engineers during the entire period of work, who will be responsible for the execution of work, and for receiving any instructions from the Engineer in charge.
- 13) The quality of work should be as per relevant standards and to the entire satisfaction of Engineer in charge of CCI.
- 14) Any action proposed to be taken by the contractor against the labor on account of and misconduct/discipline or any other act will be initiated by the contractor and will be intimated to the Management.
- 15) The contractor will ensure issue of employment cards to his workers, which is required to be produced while entering the Factory at entry gate of CCI Bokajan. The contractor shall submit the list of employees at the time of commencement of work and any change thereof be intimated to the management.

Party shall quote their rates in price Bid format (Annexure-F) Item-wise. However, the entire work will be awarded on overall L-1 basis.

-00000-

ANNEXURE: D

CEMENT CORPORATION OF INDIA LIMITED
BOKAJAN CEMENT FACTORY
(A Govt. of India Enterprises - ISO 9001:2015 Certified)

INPUT-TAX CREDIT

We are entitled for availing of INPUT-TAX Credit in respect of GST paid on materials. For availing INPUT-TAX Credit, following documents are required to be submitted along with supply of materials:-

- i) A clear GST invoice, having HSN/SAC 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) In Addition to above supplier will also upload tax Invoice on GST Portal & pay GST to Govt.
- v) The supplier has to ensure GST registration in Assam for billing of , as place of supply of services is Assam.

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

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

Signature of Tenderer with
stamp & seal

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 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 confidentiality 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) (Office Seal)

(For and on behalf of Bidder/Contractor)

Place _____

Date _____

Witness 1 :

(Name & Address) _____

Witness 2 :

(Name & Address) _____

PRICE BID PROFORMA

TENDER FOR DESIGN, ENGINEERING, MANUFACTURING, SUPPLY, INSTALLATION AND COMMISSIONING OF CEMENT BAG COUNTER AT BOKAJAN CEMENT FACTORY ON FOR

Description	Basic Rate	GST as applicable (%)	Total	
			Figures	Word
DESIGN, ENGINEERING, MANUFACTURING, SUPPLY, INSTALLATION AND COMMISSIONING OF CEMENT BAG COUNTER AT BOKAJAN CEMENT FACTORY.				
Total				

Note-

- i) Certified that the GST indicated as above are as per the prevailing Act of GST and provision made there under.
- ii) Work will be allotted to overall L1 bidder.

Certified that the above rates have been given in accordance with the techno-commercial bid of the tender.

()

Signature

With company's stamp
Name and designation

Date :-