

## **Cement Corporation of India Limited**

Date: 13.09.2023

Bokajan Cement Factory Dist. KarbiAnglong (Assam)

A Bid has created on GeM with BID NO: GEM/2023/B/3954294, Dtd. 13.09.2023 for Supply of various categories manpower on contract basis for Admin Department of CCI-Bokajan through GeM. Detail of which is given below,

SI.	Item Description	Category	Unit	Quantity	
No.				Required	
1	Manpower for various Jobs in	Semi	Nos.	4	
1	Admin Department	Skilled	1105.	4	
2	Manpower for various Jobs in	Skilled	Nos.	12	
2	Admin Department	Skilled	INUS.	12	
2	Manpower for various Jobs in	High	Nos.	14	
3	Admin Department	Skilled	INUS.	14	

Interested bidder may participate through GeM. GeM bid is as below

HOD (HR)

Address: -

Cement Corporation of India Ltd., Bokajan Cement Factory – 782 490,

Dist. KarbiAnglong, Assam.

Website: www.cciltd.in





Bid Number/बोली क्रमांक (बिड संख्या): GEM/2023/B/3954294 Dated/दिनांक : 13-09-2023

## Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण				
Bid End Date/Time/बिड बंद होने की तारीख/समय	04-10-2023 15:00:00			
Bid Opening Date/Time/बिड खुलने की तारीख/समय	04-10-2023 15:30:00			
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)			
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Heavy Industries And Public Enterprises			
Department Name/विभाग का नाम	Department Of Heavy Industry			
Organisation Name/संगठन का नाम	Cement Corporation Of India Limited (cci)			
Office Name/कार्यालय का नाम	Assam			
ltem Category/मद केटेगरी	Manpower Outsourcing Services - Minimum wage - Semi- skilled; Others; As per bid , Manpower Outsourcing Services - Minimum wage - Skilled; Others; As per bid , Manpower Outsourcing Services - Minimum wage - Highly-Skilled; Others; As per bid			
Contract Period/अनुबंध अविध	2 Year(s)			
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	62 Lakh (s)			
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	2 Year (s)			
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes			
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/	Yes			
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/	Yes			
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer			

Bid Details/बिड विवरण		
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No	
Type of Bid/बिंड का प्रकार	Two Packet Bid	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	5 Days	
Estimated Bid Value/अनुमानित बिड मूल्य	18588954.96	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	200000

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	27

- (a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।
- (b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

### Beneficiary/लाभार्थी :

DGM(MM)

ASSAM, Department of Heavy Industry, Cement Corporation of India Limited (CCI), Ministry of Heavy Industries and Public Enterprises (Chinmay Nandi)

### Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

### MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes			
1SE Purchase Preference/एमएसई खरीद वरीयता				
MSE Purchase Preference/एमएसई खरीद वरीयता	Yes			

- 1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- 4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
- 5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
- OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. 6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
- 7. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
- 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
- 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost: or
- 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of work & Job description: 1694600090.pdf

Buyer to upload Gazette notification for the breakup of ESI/EPF/ELDI etc if required: 1694600118.pdf

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act: 1694600147.pdf

Manpower Outsourcing Services - Minimum Wage - Semi-skilled; Others; As Per Bid ( 4 )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values	
Core		
Skill Category	Semi-skilled	
Type of Function	Others	
List of Profiles	As per bid	
Educational Qualification	As per bid	
Specialization	As per bid	
Post Graduation	Not Required	
Specialization for PG	Not Applicable	
Experience	As per bid	
State	NA	
Zipcode	NA	
District	NA	
Addon(s)/एडऑन		
Additional Details/अतिरिक्त विवरण		
Designation	Semi-skilled	
Title for Optional Allowances 1	Three National Festival and 1 Labour Day	

### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

## Consignees/Reporting Officer/परेषिती / रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Vipin Kumar	782490,CEMENT CORPORATION OF INDIA LIMITED BOKAJAN CEMENT FACTORY	4	<ul> <li>Minimum daily wage (INR) exclusive of GST: 577</li> <li>Bonus (INR per day): 48.06</li> <li>EDLI (INR per day): 2.89</li> <li>EPF Admin Charge (INR per day): 2.89</li> <li>Optional Allowances 1 (INR per day): 7.4</li> <li>Optional Allowances 2 (INR per day): 0</li> <li>Optional Allowances 3 (INR per day): 0</li> <li>ESI (INR per day): 18.75</li> <li>Provident Fund (INR per day): 69.24</li> <li>Number of working days in a month: 27</li> <li>Tenure/ Duration of Employment (in months): 24</li> </ul>

## Manpower Outsourcing Services - Minimum Wage - Skilled; Others; As Per Bid ( 12 )

## Technical Specifications/तकनीकी विशिष्टियाँ

Specification Values		
Specification	values	
Core		
Skill Category	Skilled	
Type of Function	Others	
List of Profiles	As per bid	
Educational Qualification	As per bid	
Specialization	As per bid	
Post Graduation	Not Required	
Specialization for PG	Not Applicable	
Experience	As per bid	
State	NA	

Specification	Values			
Zipcode	NA			
District	NA			
Addon(s)/एडऑन				
Additional Details/अतिरिक्त विवरण				
Designation Skilled				
Title for Optional Allowances 1	Three National Festival and 1 Labour Day			

## Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

## Consignees/Reporting Officer/परेषिती / रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती / रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Vipin Kumar	782490,CEMENT CORPORATION OF INDIA LIMITED BOKAJAN CEMENT FACTORY	12	<ul> <li>Minimum daily wage (INR) exclusive of GST: 695</li> <li>Bonus (INR per day): 57.89</li> <li>EDLI (INR per day): 3.48</li> <li>EPF Admin Charge (INR per day): 3.48</li> <li>Optional Allowances 1 (INR per day): 8.91</li> <li>Optional Allowances 2 (INR per day): 0</li> <li>Optional Allowances 3 (INR per day): 0</li> <li>ESI (INR per day): 22.59</li> <li>Provident Fund (INR per day): 83.4</li> <li>Number of working days in a month: 27</li> <li>Tenure/ Duration of Employment (in months): 24</li> </ul>

# Manpower Outsourcing Services - Minimum Wage - Highly-Skilled; Others; As Per Bid ( 14 )

## Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Skill Category	Highly-Skilled
Type of Function	Others
List of Profiles	As per bid
Educational Qualification	As per bid
Specialization	As per bid
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	As per bid
State	NA
Zipcode	NA
District	NA
Addon(s)/एडऑन	
Additional Details/अतिरिक्त विवरण	
Title for Optional Allowances 1	Three National Festival and 1 Labour Day
Designation	Highly-Skilled

## Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

## Consignees/Reporting Officer/परेषिती / रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Vipin Kumar	782490,CEMENT CORPORATION OF INDIA LIMITED BOKAJAN CEMENT FACTORY	14	<ul> <li>Minimum daily wage (INR) exclusive of GST: 816</li> <li>Bonus (INR per day): 67.97</li> <li>EDLI (INR per day): 4.08</li> <li>EPF Admin Charge (INR per day): 4.08</li> <li>Optional Allowances 1 (INR per day): 10.46</li> <li>Optional Allowances 2 (INR per day): 0</li> <li>Optional Allowances 3 (INR per day): 0</li> <li>ESI (INR per day): 26.52</li> <li>Provident Fund (INR per day): 97.92</li> <li>Number of working days in a month: 27</li> <li>Tenure/ Duration of Employment (in months): 24</li> </ul>

## Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

#### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

#### 2. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. Click here to view the file

#### 3. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

#### 4. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

#### 5. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

#### 6. Payment

**PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

#### 7. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

#### 8. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

CEMENT CORPORATION OF INDIA LTD

Account No.

33067285257

IFSC Code

SBIN0002028

Bank Name

State Bank of India

Branch address

Bokajan

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

#### 9. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

CEMENT CORPORATION OF INDIA LTD

Account No.

33067285257

IFSC Code

SBIN0002028

Bank Name

State Bank of India

Branch address

**Bokaian** 

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

#### 10. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process.
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the <u>General Terms and Conditions/सामान्य नियम और शर्त</u>, conditions stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्ते is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

## **LIST OF ANNEXURE**

## The tender documents comprise of following:-

Part II	General terms & conditions can be downloaded from CCI website <a href="https://www.cciltd.in">www.cciltd.in</a>
Annexure I to IX	Download from General Terms & Condition from CCI Website www.cciltd.in in tender section.
Annexure: X	Part-III Terms & Conditions
Annexure: XI	Part IV Technical Terms and Conditions

## CEMENT CORPORATION OF INDIA LTD (A GOVT. OF INDIA ENTERPRISE) BOKAJAN CEMENT FACTORY

## **PART-III TERMS & CONDITIONS**

## Sub: Tender for engaging manpower agency

Cement Corporation of India Limited (CCI) intends to engage manpower agency for supply of contract workers for various works at High skilled / Skilled / Semi Skilled rate for a period of two years with provision of another 01 year as per the following terms and conditions:-

#### **General Conditions:**

1. High Skilled/Skilled/Semi Skilled /:

_	· High Skinea/Skinea/Sein Skinea/	
(	Qualification	Scope of Work
V	Graduates/Diploma/ Matriculate Experience of working in cement industry will be given preference.	As per mentioned in the Part IV

High Skilled	Skilled	Semi Skilled	Total
14	12	4	30

Data Entry Operator : 9 Admin : 19 Pharmacist/Nurse : 02

#### 2. EARNEST MONEY DEPOSIT :

EMD of Rs 2,00,000 (Rupees Two Lakhs Only) through e payment gateway as clause No 1 of Part II terms & Conditions.

#### 3. SECURITY DEEPOSIT:

The successful tenderer to furnish security deposit equivalent to 5% of the total value of the contract by way of DD/Bank Guarantee(in CCI Format) towards satisfactory performance of the contract within 07 days from the date of acceptance of the Letter Of Intent/Work Order. The SD will be refunded in three month after completion of the contract on the basis of certificate given by CCI for the successful completion of the contract.

## 4. <u>CONTRACT PERIOD:</u>

The contract will be valid for a period of 02 years from the date of commencement of the contract. However, the contract may be extended for one more year on the same rate terms & conditions etc. on mutual consent basis provided the services are found to be satisfactory.

### 5. **SPECIAL TERMS AND CONDITIONS:**

- 5.1 The contractor/ bidder should have at least 2 years experience of deploying/ supplying above staff to Govt. Departments/Public Sector Company/Private Company in a time bound manner and the sealed quotations should be accompanied with necessary proof of execution of such order.
- 5.2 The service provider company/firm/agency/bidder must have a turnover of Rs.62 Lakhs per annum during the last three financial years i.e. 2020-21, 2021-22 & 2022-23.
- 5.3 The service provider company/firm/agency/bidder should have completed at least one year contract of value not less than Rs.62 Lakhs per annum related to providing similar services in a single contract.
- 5.4 The contractor/ bidder should have valid PF, ESI, TAN, GST registration no., labour department registration and PAN which is to be quoted in the sealed quotation.
- 5.5 The Highly Skilled/ Skilled/ Semi Skilled/ Un-Skilled shall be paid as per the prevailing minimum wages as prescribed by the concerned government authority from time to time
- 5.6 The Service Charge for supply of contractual workers shall be quoted by the bidders in their financial bid.
- 5.7 The Service Charges/ Commission amount quoted should be applicable for the entire period of contract and no request for enhancement will be entertained. However, in case the applicable wages/taxes/PF/ESI Bonus, etc. are changed statutorily, effect to the same would be given by CCI to that extent.
- 5.8 The contractor/ bidder shall be liable to pay the minimum rates of wages received from time to time from the concerned government authority. The bills not accompanied with the copies of the orders issued by the Govt. of India regarding the revised rates shall not be entertained for payment.
- 5.9 Copy of necessary documents/ certificates with respect to the eligibility of all contractual workers shall be submitted before their deployment.
- 5.10 The relationship between the Bokajan Unit of CCI and the contractor/ bidder would be that of the Customer and a Service provider and none of the workers of the contractor/ bidder shall ever be treated or deemed to have been the employee of CCI. The contractor/ bidder shall explain this nature of relationship to all his contractual workers or agents before deploying them for services to be rendered to Bokajan Unit of CCI. As a token of their agreement for such a relationship, a signed declaration by the employee/ agent shall be obtained by the contractor/ bidder from his employees and be produced as and when called upon to do so by the customer/CCI, and employment card under contract labor act central rules in the Form-XIV (under rule-76) must be given to contractual worker and copy duly accepted by contractual worker to be submitted to CCI, before deploying them.

- 5.11 The contractual workers, deployed by the contractor, shall be registered as per ESIC Rules and no contractual worker will be allowed to enter the factory premises without ESIC Card.
- 5.12 The contractor/ bidder would be liable to ensure that all the statutory payments, like ESI, PF, Bonus, Minimum wages, etc., as applicable, are paid by him, with in prescribed time as applicable to them under law. The evidence of compliance to this effect shall be submitted to CCI by the contractor/ bidder every month along with the bill, failing which payment of the bill may be withheld or stopped. CCI will, in no way be responsible for or associate itself with payment of any statutory liabilities or the salary paid or payable to the personnel engaged by the contractor/ bidder.
- 5.13 The wages and other benefits shall be paid by the contractor to his contractual workers through bank account of the contractual workers only and the contractor/ bidder shall be liable to submit along with bill the certified copies of bank passbooks reflecting therein entries of the wages paid to its workers in accordance with the Minimum Wages Act prescribed by Govt. of India for deployed contractual workers from time to time. The bills not accompanied with the copies of payment proofs shall not be entertained for payment. Non- compliance to this effect may even lead to termination of services and agreement.
- 5.14 Deployment of contractual worker should be strictly as per requirement of the CCI Management.
- 5.15 Contractual workers can be deployed at any point of time in any department or in any section of the department as per requirement of the Corporation and refusal to work in other department shall lead to removal of the contractual worker from the Corporation.
- 5.16 The Contractor/ bidder shall specify the amount of charges by it towards Service charges/overhead/Commission, SGST and CGST.
- 5.17 The contractor/ bidder shall be duly bound to immediately replace any contractual worker, whose services are not found satisfactory by CCI.
- 5.18 The contractor/ bidder should ensure that the wages are paid to the contractual workers by 7th of every month without any other deduction except statutory deductions of any other service charge of any kind.
- 5.19 The payment for the services provided shall be processed on presentation of bills after disbursement of wages along with checking the remittances of the wages, PF ESI & Others.
- 5.20 The deployment of contractual workers shall be made within 10 days of placing the work order. Time is the essence in this context and therefore, in case of any failure on the part of the successful bidder to deploy the required contractual workers within the specified time, a penalty at the rate of Rs. 1,000/- (one thousand) per day may be levied, further CCI reserves the right to cancel the order at risk and cost of the supplier, without any further reference to the successful bidder.
- 5.21 The contractor/ bidder shall deploy maximum of 30 nos Manpower to HR and other department as per requirement on all working days including Sunday as per office/shift timings of Bokajan Unit of CCI. Immediate replacement shall be provided in case of absence of any contractual worker. However, the work should not suffer for want of replacement.

- 5.22 The payment of wages will be made on the attendance of the persons and pro-rata deduction shall be made in absence of any person on any day. Service charge/or commission will be given as per actual attendance.
- 5.23 In case, so required, some/all contractual workers can be directed to work on declared holidays/Sundays/ Week-off for which they may be paid the rates as per applicable Law/Act. In case of specific requirements, some/all contractual workers can be asked to work beyond the office hours for which they may be paid for extra hours as per the contract.
- 5.24 CCI reserves the right to decrease the number of contractual workers to be deployed by the service provider as per the requirement at Bokajan Unit of CCI.
- 5.25 Proper identification cards with details of contractor's firm shall be provided by the contractor/ bidder to the persons deployed. It must be ensured that the same are worn and displayed by the contractual workers while at work including biometric attendance.
- 5.26 The contractor/ bidder shall ensure that contractual workers deployed by it, maintain discipline of the highest order and that they restrict themselves to their assigned work only. Any incidence of inappropriate behavior by any of the contractual workers or any interference by them in the official functioning shall be viewed very seriously and may even lead to termination of the contract.
- 5.27 Consumption of Alcohol while on duty /habitual absentee/ involvement in any kind of misconduct/or in any kind of theft or sabotage of any property of the Corporation by any contractual worker will lead to permanent removal of the said contractual worker and may even lead to termination of the contract.
- 5.28 Contractual workers shall not use the information/data provided to them or handled by them in any unauthorized manner. If any instance of such unauthorized use comes to the notice of CCI, the agency shall be liable for damages.
- 5.29 CCI shall not be responsible, in any way, with regards to any injury, damage or mishap which may happen to any of the employees or agents of the contractor/ bidder, during or beyond the duty hours in the premises of the Customer/ CCI or in course of discharge of their duties.
- 5.30 None of the contractual workers of the contractors/bidders, deployed for any services to be rendered by the latter to the Customer/CCI shall have any right or claim against the customer/CCI to absorption or job with the Corporation on the basis of any such services rendered by him.
- 5.31 Any damage caused to any equipment/article or item available at the premise of the customer/CCI due to negligence of the contractual workers/agent of the contractors/bidders shall be on his account and he will be liable to make good the loss to the CCI. The amount involved, if any, May at the discretion of the CCI, be recovered/deducted from the payment due to the contractors/bidders.

- 5.32 The work of the contractor/ bidder shall be reviewed periodically by the company/representatives. If, on the basis of the report of the company/representatives, CCI finds that the contractor/ bidder has failed to perform as specified in the contract, she/he may direct that a sum of Rs. 1,000/- (one thousand) per day, as damages for breach of contract may be recovered from the contractor/ bidder.
- 5.33 If on the basis of the report of the company/representatives, the CCI finds that the work/service rendered by the contractor/ bidder are extremely unsatisfactory, he may, without any notice to the contractors /bidder, terminate the contract forthwith. The letter communicating such termination of the contract shall be served on the contractor/ bidder in person or by registered post at the address mentioned in this contract or on the last known address.
- 5.34 Without prejudice to the right of the CCI for termination of the contract as mentioned in the preceding paragraph, in this contract may be terminated by either party by giving one month's written notice to the other party.
- 5.35 CCI as a principal employer shall not be responsible for any reminder benefit such as workman compensation or gratuity. It shall be the responsibilities of contractor and it cannot be linked with the duration of the association of the contractual workers with CCI.
- 5.36 In case of any dispute, Settlement of disputes will be as per Indian Arbitration and Conciliation Act-1996 and Venue will be the Corporate Office of CCI. It is clarified that the sole arbitrator to adjudicate any disputes arising out of the proposed contract shall be nominated /appointed by CCI and he/she shall not be a person below the rank of Addl. General Manager.
- 5.37 The contractors/ bidders are required to submit two bids i.e. techno-commercial bid and financial bid in the prescribed format through https://gem.gov.in at GeM portal.
- 5.38 The rates must be written both in figures and in words in standard format.
- 5.39 Rates/quotations should be digitally signed by the Tenderer with its current business address and PAN.
- 5.40 The Tenderer shall sign and stamp each page of this tender document and all other enclosures appended to it as a token of having read and understood the terms and conditions contained herein and submit the same.
- 5.41 Financial bids of only those bidders, which are techno-commercially qualified, will be opened.
- 5.42 The successful tender(s) shall have to furnish a security deposit equivalent to 5% (five per cent) value of the total contract value i.e., by way of Demand Draft / Bank Guarantee/FDR from any nationalized bank (in the Format provided by CCI). 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 tender, etc.

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- 5.43 The Security Deposit shall be forfeited in the event of violation of any of the terms and conditions of this tender by the bidder or in the event of any verifiable complaint of nonpayment of minimum wages as per law. The Security deposit so deposited shall bear no interest.
- 5.44 CCI reserves the right to reject any or all tenders or cancel the Tender Inquiries without assigning any reason whatsoever.
- 5.45 Contractor will ensure all the contractual workers entering in the Factory wear PPE (Personal Protect Equipment) all the time.
- 5.46 Any contractual worker can be removed at any point of time without assigning any reason thereof, to him or the contractor.
- 5.47 The tender details are available and can be downloaded from official website of the Company i.e. www.cciltd.in & Gem Portal i.e. https://gem.gov.in.

## CEMENT CORPORATION OF INDIA LTD (A GOVT. OF INDIA ENTERPRISE) BOKAJAN CEMENT FACTORY

#### **PART IV: Technical Term & Condition**

Qualification	Scope of Work
Graduates/Diploma/ Matriculate /Non matriculate / Experience of working in cement industry will be	As per mentioned in the Part IV
given preference.	

High Skilled	Skilled	Semi Skilled	Total
14	12	4	30

### **Scope of Work:**

## **General Conditions:**

The educational qualification and nature of duties in respect of (Clerical/Admin Staff for office / Data Entry Operator ) are given below:-

### III) Clerical /Admin. Staff

He should be able to read and write local language and English/Hindi. The job description includes entry data in computer, file correspondence, data receipts, and maintaining file records according to the filling system used etc. The educational qualifications are as follows:-

Qualification	Experience in Govt./	Preference
	Private firm	
08 <sup>th</sup> Pass	10 Years	
10 <sup>th</sup> Pass	08 Years	Window OS, MS Office
12 <sup>th</sup> Pass	05 years	(Word, Excel)
Graduates and above	02 years	

**II)** Data Entry Operators

2) = 0.00 = 1101		
Qualification	Speed words pm.	Proficiency in
Graduates and above	40 w.p.m.(English)	Window OS, MS Office
	30 w.p.m. (Hindi)	(Word, Excel)/ Tally

## III) Pharmacist/Nurse

	For Pharmacist: - Matric with recognized Pharmacist
Qualification	Training certificate with 3 years experience
	For Nurse: - Martic with 3 years experience as Nurse
	with 'A' Grade Nurse Certificate.