

Cement Corporation of India Limited (A Govt. of India Enterprise) Bokajan Cement Factory

Distt.: KarbiAnglong, Assam-782 490 (An ISO 9001:2015 Certified Company) CIN: U74899DL1965GOI004322

Phone No.: 03675 - 246106, Fax No.: 03675-246107

E-mail ID: bokajancementmines@gmail.com&bokajancement@gmail.com

NIT No.:- BKJ/Q/Cr-LS-TPTN/2023-24/01

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

Dated:- 13-10-2023

1.0 Online electronic bid through Electronic Tendering system (ETS) are invited from contractors/agencies having adequate experience for transportation of crushed limestone of 80,000 MT (±20%) from Dillai Parbat Limestone Mines to Bokajan Cement Factory by Road.

The complete set of tender documents is available on websites www.cciltd.in and etenders.gov.in/eprocure/app

E- Tender No.	BKJ/Q/Cr-LS-TPTN/2023-24/01
Mode of tender	e-tender system (Online Part-A Techno-commercial Bid and Part-B Price Bid) through etenders.gov.in/eprocure/app
Date of NIT available to parties to download	13.10.2023 till 28.10.2023 (14.00 hrs)
Earnest Money Deposit	Rs. 2,00,000/-
Last date of submission of EMD, valid SSI/NSIC/MSME certificate and other documents required as per tender terms & conditions under covering letter (Annexure-II) in Hard Copy (i.e. Offline Submission).	28.10.2023 (1400 hrs)
Date of starting of e-tender for submission of on line Techno-commercial Bid and Price bid at www.cciltd.in and etenders.gov.in/eprocure/app	13.10.2023
Date & time of opening of Part-A (i.e. Techno-Commercial Bid)	30.10.2023 (15.00 hrs) (To be communicated to tender through website and e-mail to all the participants Tenderer).
Date & time of opening of Part-B (i.e. Price Bid)	To be communicated to tender through website and e-mail to all the participants Tenderer
Validity of bids.	120 Days.

Offer is invited for the Transportation of crushed limestone of 80,000 MT (±20%) from Dillai Parbat Limestone Mines to Bokajan Cement Factory by Road as per details given below:

Tender Enquiry No.	Name of the Item	Quantity (in MT)	
BKJ/Q/Cr-LS-TPTN/2023-24/01	Transportation of crushed limestone	80,000 MT (±20%)	
	from Dillai Parbat Limestone Mines	(Crushed)	
	to Bokajan Cement Factory by Road		

- 1. Only those tenders will be considered who fulfill the Pre-Qualification criteria (General Terms &Conditions part I &II) as mentioned in the tender documents.
- 2. Only those tenders shall be considered who deposit the Earnest money & transaction fee (if required) by due date.
- 3. The price-bid should be submitted only as per CCI's Price-Bid Format otherwise the tender is liable for rejection.

LIST OF ANNEXURE

The tender documents comprise of following:-

Part 1 Part II	General terms & conditions can be downloaded from CCI website www.cciltd.in
Annexure I to IX	Download from General Terms & Condition from CCI Websitewww.cciltd.in in tender section.
Annexure: X	Important Instructions to Bidders
Annexure: XI	Part-III- Special terms & conditions
Annexure: XII	Price Bid Performa (Price schedule) to be submitted duly filled in on-line as Part-B



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Annexure-X

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. Process of E-tender:

Registration:

The process involves vendor's registration with tender wizard e-procurement portal. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. NIC-CPPP is not responsible for making such arrangement.

(Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE

SUBMITTED ON-LINE AT etenders.gov.in/eprocure/app

- 1). Vendors are required to register themselves online with etenders.gov.in/eprocure/app
 Register as Vendor Filling up details and creating own user id and password → Submit.
- 2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

In case of any clarification, please contact CCI/NIC-CPPP portal.

Contact person (Cement Corporation of India):

HOD (Mines) HOD (MM)

Dillai Parbat Limestone Mines, CCI Bokajan CCI, Bokajan

Ph. No. 08638307578 M: 08897856954

(A) Help Desk (NIC-CPPP):

(E-commerce): 8077213001

(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.

THE VENDORS ARE ADVISED TO GO THROUGH THE Help Manual LINK AT

etenders.gov.in/eprocure/app FOR GENERAL GUIDANCE ABOUT TENDER PROCESS.

- 2. (A) Part-A Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.
 - (B) Part-B Price bid will be opened electronically of only those bidder(s) whose Part A Techno-Commercial Bid is found to be Techno-Commercially acceptable by CCI. Such bidder(s) will be intimated date of opening of Part-B Price bid, through valid email confirmed by them.

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.

- 3. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
- 4. In case of failure to access the payment towards 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 EMD through separate DD well in advance and verify completion of transaction in respect of EMD.

Vendors are instructed to use *Upload Documents* link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.

Once documents are uploaded in the library, vendors can attach documents through **Attach Document** link against the particular tender. For further assistance please follow instructions of vendor guide.

- 5. All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by CCI. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with tender wizard (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
- 6. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.

- 7. E-tender cannot be accessed after the due date and time mentioned in NIT.
- 8. Bidding in e-tender:
 - a. Bidder(s) need to submit necessary EMD to be eligible to bid online in the e-tender. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by CCI.
 - b. The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.
 - d. The bidder should allow to run an application (encryption applet) by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.
 - e. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Submit" button to register their bid

NOTE: - The Techno-Commercial Bid & price bid cannot be revised once the submit button has been clicked by the bidder.

- f. In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- g. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- h. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- i. 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.
- j. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- k. 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.
- 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.
- m. Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.

9.	Any order resulting from this open e-tender shall be governed by the terms and conditions
	mentioned therein.
10.	After submitting online bid, the bidder cannot access the tender, once it has been submitted with
	digital signature
11.	CCI has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning
	any reason thereof.
12	The online tender should be submitted strictly as per the terms and conditions and procedures laid
	down in the website <u>www.cciltd.in</u> and <u>etenders.gov.in/eprocure/app</u>
13.	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.
14.	The bid will be evaluated based on the filled-in technical & commercial formats.
15.	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.
16.	No deviation to the technical and commercial terms and conditions are allowed.
17.	Bidders are requested to read the vendor guide in the page www.cciltd.in and
	etenders.gov.in/eprocure/app to familiarize themselves with the system before bidding.



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Annexure-XI

PART-III: SPECIAL TERMS AND CONDITIONS

The tender contains general terms, special terms and conditions and price bid. All these documents are to be submitted duly signed and stamped by the tenderers.

In addition to the General Terms and Conditions of the contract under Part- I & II, the following Special Terms and Conditions will also apply to the contract for transportation of crushed limestone of 80,000 MT (±20%) from Dillai Parbat Limestone Mines to Bokajan Cement Factory by Road. These Special Terms and Conditions, if contradictory to any conditions given in Part- I&II shall prevail upon the conditions given therein.

PART A:-

TRANSPORTATION OF 80,000 MT (±20%) CRUSHED LIMESTONE FROM DILLAI PARBAT LIMESTONE MINES TO BOKAJAN CEMENT FACTORY BY ROAD.

1.0 SCOPE OF WORK AND RELATED CONDITION:

- **1.1** Loading of the Crushed limestone from the ropeway buckets into the trucks and transportation of the same to Bokajan Cement Factory by road & Unloading of the same from trucks inside the Gantry after the weighment at Factory weighbridge.
- 1.2 The loading is to be done at the Loading Station of the Ropeway with the help of Ropeway buckets. The crushed limestone from the bunker is loaded into the ropeway bucket through the push feeder. The bucket then moves mechanically on the rail of the ropeway system pushed/pull manually for tipping it into the truck. The system is semi-mechanized and requires engagement of manpower for tipping into the truck. The contractor should see the system personally, before quoting the rates.
- 1.3 Loading of limestone from crusher stack yard with the help of portable screen as and when required.
- **1.4** Loading of crushed Limestone from bunker by pass chute as and when required.
- **1.5** The contractor's supervisor has to be available at site all the time during the working hours.
- **1.6** Sometimes if departmental JCB is engaged for loading of limestone proportionate deduction on manpower will be done on the basis of loading charges required from Contractors trip wise.
- 1.7 The contractor shall ensure observance of all safety precautions for the labours engaged by him as directed by the Mines Manager. Any loss due to non-observance of safety measures will be borne by the contractor.
- **1.8** The contractor shall also pay compensation to his worker or supervisor in case of accident. The contractor shall make arrangement for provision for workers compensation policy/Insurance policy for the workers engaged by him for covering compensation for fatal accident or accident involving permanent disabilities.

2.0 QUANTITY:

- **2.1** Transportation of 80,000 MT (±20%) crushed limestone from Dillai Parbat Limestone Mines to Bokajan Cement Factory by road. However, the quantity/type may vary depending upon the requirement of the Corporation. The contractor shall not be entitled to make any claim whatsoever on this account.
- **2.2** Monthly schedule for crushed limestone transportation will be issued by Mining Deptt., just before the start of the month. If no schedule is allocated the quantity shall be the total quantity divided by the period of the contract.
- **2.3** The Corporation reserves its right to transport limestone in the trucks owned/hired by CCI, if deemed necessary or to arrange other means of transportation case of urgency and shall be at its discretion. The Corporation reserves its right to claim compensation for losses suffered if any this connection.

3.0 EQUIPMENT REQUIREMENT:

- **3.1** The contractor should have at least two/three trucks in his name. Balance requirement of trucks may be fulfilled by hiring from outside. However, a willingness certificate of the owner is to be enclosed in case of hired trucks.
- **3.2** The contractor shall employ/deploy adequate number of equipments in proper working condition/order in order to maintain progress commensurate with the magnitude of the work and complete the same in the stipulated period and as per schedule of works specified.
- **3.3** During execution of works, the contractor shall at his own cost provide adequate materials/accessories for proper execution of the work and ensure the stability and safety of all structures and further ensure that no physical injury or harm is caused or is likely to be caused to any person and no damage or loss is likely to be caused to any property.
- **4.0** Working hours will be 6.00 A.M. to 6.00 P.M.

5.0 CONTRACTOR TO BE FULLY RESPONSIBLE IN CASE OF ACCIDENTS:

The entire responsibility on account of any accident or damage or personal injury which may occur to any of the contractor's vehicles/ equipments or his employees or any outside party shall be exclusively that of the contractor and no claim whatsoever will be entertained by the Corporation on this account.

6.0 CONTRACTOR NOT TO SELL MATERIAL:

The contractor shall not sell or otherwise dispose off or remove clandestinely any materials received from Dillai Parbat Limestone Mines to dispose of at Bokajan Cement Factory. In case the contractor does not deliver the quantity lifted from Quarry at Bokajan. The cost of limestone @ double the cost of material shall be recovered from contractor's bill except on valid reasons in case of accident/force majeure as per discretion of CCI provided Corporation is convinced regarding any malafide intention of the contractor.

7.0 INSPECTION:

The contractor shall provide the authorized representative of the corporation every facility for examining their equipments at all hours for the purpose of inspection and shall provide all assistance which may require for the purpose of aforesaid.

8.0 CLAIMS FOR COMPENSATION:

Under no circumstances, whatsoever, shall the contractor be entitled to any compensation from the Corporation on any account nor will the Corporation entertain any claim for compensation except for the work done under this contract.

9.0 PENALTY:

- **9.1** Penalty is to be levied on the contractor for the shortfall of monthly scheduled quantity at the rate of Rs. 3.00 (Rupees Three) only per Metric Tonnes of shortfall. However shortfall is to be calculated on monthly basis.
- 9.2 Failure in placement of trucks for loading shall invite penalty. Penalty will be imposed on shortfall quantity of daily target transportation by road as decided by CCI official and calculation will be done @ Rs. 3.00 (Rupees Three) only per Metric Tonnes. The decision of CCI departmental in-charge will be final in this regard.
- **9.3** No penalty will be imposed if the reasons for shortfall are beyond the control of the contractor or attributable to the Corporation/force majeure clause. The decision of the corporation in this regard shall be final and will be a binding on the contractor. However the contractor has to submit the documentary evidence of this effect.

10.0 WEIGHMENT:

- **10.1** All the trucks will be weighed at the weighbridge of Bokajan Cement Factory before unloading and two (2) copies of weighment slips shall be handed over to the contractor or his representative out of which one copy will be attached to the bill prepared by him for payment of transportation charges, payment will be made according to the weight recorded at CCI weighbridge.
- **10.2** If the weighbridge of CCI is out of order, the volumetric measurement will be taken and will be converted into metric tonnes. The decision of the Corporation in this regard will be final and binding on the contractor.
- **10.3** If required by the Corporation, trucks can be sent for weighment to outside weighbridge for which no additional transportation charges are payable, however, the actual weighment charges will be reimbursed to the contractor on the production of receipt.

11.0 SUBMISSION & PAYMENT OF BILLS:

The contractor shall submit the bill on monthly basis to HOD (Mining). Mining department along with Production department will check the bill with MB record and forward to Finance Deptt. with note which shall be paid within 15 days on receipt of Bill by Finance Department. Payment will be made through RTGS/NEFT only within 15 days & the paying authority is HOD (Finance), CCI Bokajan. The settlement of bills shall be subject to deductions as may be applicable under the rules and laws in vogue.

12.0 EXTENSION OF PERIOD OF COMPLETION:

12.1 When there is a written request of the contractor for extension of the period of completion of work/quantities and if in the opinion of the Corporation, the quantities could not be Executed due to the reasons beyond the control of the contractor which fairly entitled the Contractor to an extension of time, the Corporation in its absolute discretion may consider the grant of extension of time for completion of the quantities/work, but no compensation will be paid to the contractor on this account.

- **12.2** In case CCI desires to increase + 20% quantity, the Contractor will be given proportionate additional time.
- **12.3** CCI Reserves the right for issuing Repeat order for another year in the same rate, terms and condition of Original Order.

13.0 RATE:

13.1 The rate quoted shall remain firm for the entire period from the date of award of work except for diesel price increase/decrease. No escalation shall be admissible in any case whatsoever except in the event of price variation of diesel. In case of variation of every 10 paisa/litre in the cost of diesel after the date of award of work, @ 0.33 paise per KM per MT shall only be allowed.

The escalation/de-escalation on the contract rate due to change in price of Diesel on completion of each running month shall be applicable as per the formula given above on the first day of next month an average of all the escalation/de-escalation in diesel price of the running month. In case of reduction of diesel price, the monthly average would be reduced correspondingly on the basis of the same formula. For price escalation/ de- escalation calculation, the diesel price of normal diesel of same company (HP/IOC) of the same locality should be considered. In this case total 28 KM only will be covered.

- 13.2 The rate quoted shall be per metric tonnes inclusive of loading into truck, transportation from Ropeway loading station to Bokajan Cement Factory and Unloading inside the gantry of the factory after weighment at CCI Weigh Bridge. The rates shall also be inclusive of charges/levies/taxes and duties imposed by the Government from time to time. The rates should be strictly quoted as per the enclosed Price Bid Proforma.
- **13.3** The bidder may not add GST liability in the quoted rates, GST if applicable will be reimbursed by Corporation on avail of ITC as per applicable GST rules.
- **13.4** No detention or statistical charges will be paid by the Corporation.

14.0 EARNEST MONEY DEPOSIT:

EMD for this tender is Rs. 2,00,000 (Rupees Two Lakh) only to be submitted as per Clause of General Terms and Conditions.

15.0 SECURITY DEPOSIT:

- (a). Successful tender(s) shall have to furnish a Security Deposit (SD) equivalent to @5% (Five percent) value of the order calculated on total value of order i.e. basic price plus taxes duties and freight by way of demand draft / bank guarantee from any nationalized bank (in CCI's format) 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 Bokajan Cement Factory.
- **(b).** Security Deposit shall be released within three months after completion of supplies and acceptance of material by CCI Bokajan.
- (c). The security deposit will not bear any interest.

16.0 REFUND OF SECURITY DEPOSIT:

The security of the contractor will be refunded after (03) months of the satisfactory completion of the contract to be certified by executing department, in proper format applicable for this purpose.

17.0 COMPLETION OF WORK AND LIQUIDATED DAMAGES IN ADDITION TO CLAUSE 9.0:

- **17.1** Time is the essence of the contract. The entire work stipulated will have to complete within the stipulated period mentioned in the tender Notice. In case the quantity of work is increased by the Corporation as stipulated in the tender notice the time of completion shall be proportionately extended by the Corporation.
- **17.2** The work shall be completed by the contractor within the time stipulated in the tender notice to the satisfaction of the Corporation failing which the contractor shall pay damage to the Corporation amounting 10% the value of un-executed portion of the work on the date of closure.

18.0 TERMINATION OF THE CONTRACT:

The Corporation may terminate the contract at any time within their discretion, without assigning any reason thereof by giving 15 (Fifteen) days notice and without any liability to pay any compensation.

19.0 GST:

The party must be registered with GST for the subject nature of work and submit a copy of registration numbers. The successful tenderer should ensure that the GST amount paid to him byCCl against his GST bill, are being paid to the Government in time every month, so that CCl can avail the input credit. If GST is not applicable the tenderer has to submit declaration on face of the invoice as per the GST guidelines.GST will be reimbursed after filing the proper return i.e GSTR-1 (B2B), subject to showing the same in our GSTR-2B.

20.0 NOTICE:

- **20.1** All notices, communications, references and complaint of the contractor addressed to concerned official of the Corporation concerning the work, shall be in writing only.
- **20.2** 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 should be conclusive to the contractor having been duly informed.

21.0 SPLITTING OF QUANTITY & DURATION OF CONTRACT:

CCI reserves the right to split the tendered quantity and give order to more than one tenderer at CCI's discretion at same or different rate. The splitting shall be done in the ratio 70:30, between L1 & L2 if L2 tenderer matches the rate to L1 rate. In the case L2 do not match the rate of L1 the option will be given to L3 & L4 etc. and so on. However if L2/L3/L4 do not match the rate to L1 the full quantity will be awarded to L1 Party.

The contract shall be for a period of Twelve (12) months from the date of issue of letter of intent/work order. However, the Corporation reserves to extend it further for a period of Twelve (12) months on the same rates, terms and conditions, if the performance is found satisfactory after mutual consent of contractor.

I have accepted the above terms and conditions.

	SIGNATURE OF TENDERER
PLACE : DATE :	NAME:
	ADDRESS:
	OFFICE SEAL:

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Cement Corporation of India Limited(A Govt. of India Enterprise) Bokajan Cement Factory

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ANNEXURE-XII

Tender No.: BKJ/Q/Cr-LS-TPT/2023-24/01	Dated:

PRICE - BID

Sub.:- Tender for Transportation of 80,000 MT (±20%) Crushed Limestone from Dillai Parbat Limestone Mines to Bokajan Cement Factory by Road

SI.	Barristin of Wala	Qty	Quoted Rate (Rs./MT)	
No.	Description of Works		In Figures	In Words
1.	Loading of Crushed Limestone in to trucks by ropeway bucket, transportation of Crushed limestone from Dillai Parbat Limestone Mines to Bokajan Cement Factory by road & unloading of the same from truck inside the gantry of the Factory after weighment at CCI weighbridge.	80,000 MT (±20%)		

- N.B.:- 1. The work will not be awarded in respect of single element of work, the parties who have quoted lowest rate in totality will be considered for the award of work.
 - 2. The contractor should quote rate collectively for above mentioned job description.
 - 3. The bidder may not add GST liability in the quoted rates, GST if applicable will bereimbursed by Corporation on avail of ITC as per applicable GST rules.
 - 4. L1 will be decided on overall lowest landed cost basis

SIGNAT	URE OF	TEND	ERER
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PLACE :

DATE : ADDRESS & SEAL