



Cement Corporation of India Ltd.

(An ISO 9001 : 2008 certified Government of India Enterprise)

Rajban Cement Factory

Tehsil : Paonta Sahib, Distt. Sirmour (HP)- 173028

CIN - U74899DL1965GOI004322 PHONE: 01704-266227, FAX: 01704- 266270

E-mail: _mines_rjo@ccilttd.in minemanagercci@gmail.com

Website: www.ccilttd.in

NIT NO.: RCF/Min /LST-TPN/2024

Dated: 06.06.2024

NOTICE INVITINGE-TENDER (NIT) (Only through e-procurement)

Online electronic bids through Electronic Tendering System (ETS) are invited from Experienced Contractors for e-Tender for Hiring, leasing of Heavy Earth Moving Equipment's for Drilling with Compressor, Dozer, excavation with Loading and Transportation of limestone after weighment and unloading/ disposing limestone only mechanically by deploying equipment's at Manal Limestone Mine of CCI Rajban Himachal Pradesh Site for 02 years duration. They must have experienced for mining operation, manpower, equipment's & resources etc.to take up the above work. The complete set of tender documents is available in the following websites: www.ccilttd.in , etenders.gov.in/e procure/app (CPP Portal) and Gem portal.

1	E-TENDER NO.	RCF/Min /LST-TPN/2024
2	Mode Of Tender	E-Tender System (Online Part A - Techno-Commercial Bid and Part B - Price Bid) through etenders.gov.in/e procure/app . (CPP Portal) and Gem portal.
3	Earnest Money Deposit	To be paid through online mode only with Debit Card, Credit Card & NEFT/RTGS. Conditions (Annexure-IV).SSI units registered with NSIC, MSME and Public Sector Undertakings are exempted from furnishing EMD only.
4	Tender Fees	Nil
5	Transaction Fee	Nil
6	Date of NIT available to the Parties to view/download from the websites	From : 07.06.2024 (09.00 hrs.) To : 28.06.2024 (17.00 hrs.)
7	Last date of submission of Queries by the Tenderers	Nil
8	Date of Site Visit by the tenderers willing to do so	20.06.2024 (10.00AM to 4.00PM)
9	Date & Venue of Pre-Bid Meeting with the tenderers	No
10	Last date of submission of EMD, valid SSI/NSIC/MSME certificate and other documents required as per tender terms & conditions under covering letter (Annexure-1)	28.06.2024(14.30 hrs.)
11	Last date of submission of Transaction fee through RTGS in favor of MSTC Limited, Kolkata.	Upto 28.06.2024 (17.00 hrs.)
12	Date of Starting of e-Tender for submission of on-line Techno-Commercial Bid and Price Bid at www.etenders.gov.in/	From 07.06.2024 (09.30 hrs.) Till 27.06.2024 (14.30 hrs.)

	https://eprocure.gov.in/eprocure/app	
13	Date & time of opening of Part-A (i.e. Techno-Commercial Bid)	28.06.2024 at 15.00 hrs.
14	Date & time of opening of Part-B (i.e. Price Bid)	To be communicated separately to the tenderers who clear Part-A (i.e. Techno-Commercial Bid)
15	Validity of bids	120 days from the date of the techno- commercial bid opening.

Offers are invited for the following work: -

NIT No.	Name & Description of the Item	Quantity (MT)
<u>RCF/Min /LST-TPN/2024</u>	Tender for Hiring, leasing of Heavy Earth Moving Equipment's for Drilling with Compressor, Dozer, excavation with Loading and Transportation of limestone after weighment and unloading/ disposing limestone only mechanically by deploying equipment's at Manal Limestone Mine of CCI Rajban at Manal Mine of CCI Rajban, Distt. Sirmour Himachal Pradesh Site for 02 years duration,	As per Clause 1.0 of Special Terms & Conditions Part-III (Annexure V)

- (i) Only those tenders will be considered who fulfill the terms & conditions mentioned in the tender documents.
(ii) Only those tenders shall be considered who deposit the earnest money, tender cost and transaction fee by the due date.
(iii) The price- bid should be only as per CCI's price - bid format otherwise the tender is liable for rejection.
(iv) Any corrigendum in this regard will be published in CCI website only

List of Annexures

The tender documents comprise of following:-

Part I	General terms & conditions can be downloaded from CCI website www.ccilttd.in
Part-II	
Annexure-I to IX	Download from General Terms & Condition from CCI Website www.ccilttd.in in tender section.
Annexure: X	Important Instructions to Bidders
Annexure: XI	Part-III A & B- Special terms & conditions
Annexure: XII	Price Bid Performa (Price schedule) to be submitted duly filled in on-line as Part-B
Annexure-I	Important Instructions to Bidders for E-Procurement.
Annexure-II	Covering letter which must be submitted by tenderer duly filled in.
Annexure-III	Part-I – Instruction to tenderers
Annexure-IV	Part-II- General terms & conditions
Annexure-V	Technical Suitability: Part-II
Annexure A	Techno-commercial bid
Annexure-A1	List of equipment proposed to be engaged by the tenderer
Annexure-B	Declaration
Annexure-C	List of present contract/jobs in hand
Annexure-VI	List of Owned Equipments
Annexure-VII	List of Hired Equipments
Annexure-VIII	Price Bid Proforma (Price schedule) to be submitted duly filled in on-line as Part-B. Cost break up rates quoted may also be furnished.
Annexure-IX	Format for additional information to be furnished by the tenderer

For and on behalf of CCI Ltd, Rajban

HOD(Mining)

I) Parameter of E- Reverse Auction:

Estimated Cost/ Entry start Price/Reverse Price for e Reverse Auction	L-1 price of the financial bids of the techno-commercially Qualified Bidders
Minimum Decremental Value	Minimum decremental Value will be Re /- per MT for Price Bid Part 1
Eligible bidders to participate in e-Reverse Auction	Techno-Commercially qualified bidders to give declaration to participate in Reverse Auction within an hour of opening of price bid and all such bidders be issued user ID and password for Reverse Auction.
Start Date and Time of e-Reverse Auction	_____ at 14.30 hrs(after 2 working days of opening of price bids)
Initial Duration of e- Reverse Auction	02 Hrs (from 14.30 hrs to 16.30 hrs)
Automatic Extension of “Reverse Auction closing time “if the last bid received within a pre- defined time duration before the “Reverse Auction Closing Time”.	Yes
Pre-defined time duration (as mentioned above)	05 minutes
Time of each Automatic Extension	15 minutes
Display of Lowest Bid(L-1)	Yes (to all bidders) (without the bidder identity)

II) Reverse auction Procedure:-

1. The reverse auction is to be carried two days after the opening of e- price bids
2. If L-1 party decides to be out of reverse auction the party will be allowed to do so. However, if the Reverse Auction yields a lower price. The L-1 party would have no claim/right to be awarded.
3. Other parties of opt out they will be assumed to be not participate in tender. No chance shall be afforded later.
4. Bidders has to quote price inclusive of P&F, inspection charges, taxes & freight etc.
5. The L-1 bidder after reverse auction shall be considered as final L-1 & the case for awarding shall be processed as per policy & NIT.
6. In case bidder, not eligible for participating in reverse auction as per Clause-1 of part III(Annexure- V) guidelines, in an MSE, but their quoted is within the band of L-1 +15%, their bid shall be considered for participation in reverse Auction in line with “Public Procurement Policy for Micro & Small Enterprises (MSEs) order -2012”.
7. The breakup of final price viz. basis rate, freight charges, inspection charge etc. will be taken for processing the case after reverse auction has concluded.
8. After conduction of Reverse Auction, Distribution of the work amongst the bidders shall be done as per NIT, after evaluating L-1, L-2 etc.

III) Guidelines for Reverse Auction:-

1. Any Tender can be cancelled/withdrawn at any time before award of the contract, which is invariably mentioned in NIT.
2. Number of participants allowed in reverse auction:-
 - a. In case of single eligible (techno-commercial qualified) party, no reverse auction shall be conducted & tender shall be finalized subject to reasonability of the rate.
 - b. Reverse Auction shall be conducted for two (2) or more techno- commercially qualified parties.
 - c. For 2-4 techno-commercially qualified parties, reverse auction shall be conducted with all parties.
 - d. For 5-6 techno-commercially qualified parties one highest bidder (H-1) shall not be allowed to participate in reverse auction.

- e. For 7-10 techno-commercially qualified, two highest bidders (H-1 &H-2) shall not be allowed to participate in reverse auction.
 - f. For more than 10 techno-commercially qualified parties, only lowest 08(Eight) bidders shall be allowed to participate. However, in case of Tie in the eight (last) position, all such parties shall be allowed to participate in the reverse auction i.e. in case there is a tie of 2 parties in 8th lowest position (L-8), then both of them shall be allowed to participate in reverse auction.
3. Lowest bid implies the bid whose landed cost is lowest considering freight, inspection charge & less input credits of GST. (Reverse auction shall be conducted on landed cost excluding GST).
 4. The base price, minimum detrimental value, pre-defined time duration for quoting the revised rate (in minutes) shall be available with the service provider portal as per format to be uploaded with NIT.
 5. Closing price (CP) of reverse Auction shall be treated as new L-1 and tender shall be processed accordingly.

Complaints may be given, if any regarding denial of service or any related issue, in writing through e- mail/Fax to the service provider, with copy to mm_co@ccilttd.in within 15 min prior to initial closing time to reverse auction.

Bidder shall be assigned user id & password by the service provider, which is presently etenders.gov.in/eprocure/app (CPP Portal)

Important instructions for E-procurement

This is an e-procurement event of CEMENT CORPORATION OF INDIA LTD. The e-procurement service provider is CPP Portal.

You are requested to read the tender terms & conditions (**Annexure- II, III, IV, V**) 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.

<p>1.</p>	<p>Process of E-tender:</p> <p>A) Registration: The process involves vendor’s registration with MSTC e-procurement portal which is free of cost. 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. etenders.gov.in/e procure/app, (CPP Portal) is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE PRICE BID AND THE TECHNO-COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT https://e procure.gov.in/e procure/app (CPP Portal)</p> <p>1). Vendors are required to register themselves online with https://e procure.gov.in/e procure/app Visit the sitemap of the portal and click on the Bidder enrollment for registration. Click on the Bidders Manual Kit to familiarize with the working of the portal. In case of any clarification, please contact CCI/ NIC (before the scheduled time of the e- tender).</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/Antares Systems Ltd., (before the scheduled time of the e- tender).</p> <p>Contact person (Cement Corporation of India):</p> <table border="0"><tr><td>1. HOD (MM), Landline : 01704-266227 Mobile :7827989566 Email: ccimmrjo@rediffmail.com</td><td>2. HOD (Mining.) Mobile: 07827989572</td></tr><tr><td></td><td>3. Manager(Mines) Mobile: 7827989590 Email: minemanagercci@gmail.com</td></tr></table> <p>(A) Help Desk (NIC-CPPP): (E-commerce):8077213001</p> <p>(B) System Requirement: Windows 8, 10 Professional Operating System, Internet Browser- 9,10 &11 Sign in g 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>	1. HOD (MM), Landline : 01704-266227 Mobile :7827989566 Email: ccimmrjo@rediffmail.com	2. HOD (Mining.) Mobile: 07827989572		3. Manager(Mines) Mobile: 7827989590 Email: minemanagercci@gmail.com
1. HOD (MM), Landline : 01704-266227 Mobile :7827989566 Email: ccimmrjo@rediffmail.com	2. HOD (Mining.) Mobile: 07827989572				
	3. Manager(Mines) Mobile: 7827989590 Email: minemanagercci@gmail.com				
<p>2.</p>	<p>(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.</p> <p>(B) Part-B Price bid will be opened electronically of only those bidder(s) who’s Part-A Techno-Commercial</p>				

	<p>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.</p> <p>Note: The tenderers are advised to offer their lowest possible rates taking into account the prevailing market conditions. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However, if the rate is still considered 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>Special Note towards Transaction Fee: To pay transaction fee please click on Transaction fee payment link in your login. The amount of transaction fee will be automatically filled by the system. To pay by NEFT/RTGS click on NEFT/RTGS then provide the account details from where the transfer will be made and click on submit to generate a Challan. The vendor may now make payment in the account details given therein. The account details will change every time the challan is generated therefore please generate the payment. The payment will be authorized by the system challan for making the automatically within 60 mins of credit in (CPP Portal) Ltd account. To pay through Net banking, Credit Card or debit card click on Online payment. Here you will be taken to Atom gateway wherein you can pay through either of the above-mentioned methods. Please note Net Banking payment take upto 1 day to credit. Card payment take upto 2 clear working days to credit.</p> <p>NOTE: The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by CPP Portal. Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only, transaction fee deposited from or by debiting any other party's account will not be accepted. Transaction fee is nonrefundable. In case of failure to access the payment towards Transaction. Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party's account will not be accepted. Transaction fee is non refundable. In case of failure to access the payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p>
5.	<p>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/FDR 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.</p>
6.	All notices/corrigendum and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by CCI. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
7.	The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.
8.	E-tender cannot be accessed after the due date and time mentioned in NIT.
9.	<p>Bidding in e-tender & Reverse Auction:</p> <ol style="list-style-type: none"> Bidder(s) need to submit necessary EMD and Transaction fees to be eligible to bid online in the e-tender. Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by CCI. The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid. The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in CPP Portal https://eprocure.gov.in/eprocure/app website www.cci-etender.com → e-procurement → PSU/Govt Depts → Login under CCI → My menu → Auction Floor

	<p>Manager→ live event →Selection of the live event .</p> <p>d. The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his Techno-commercial bid.</p> <p>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.</p> <p>NOTE: - The Techno-Commercial Bid & price bid cannot be revised once the submit button has been Clicked by the bidder.</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 Contractor.</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.</p> <p>f. 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>g. 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>h. 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>
10.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11.	No deviation to the technical and commercial terms & conditions are allowed.
12.	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature
13.	CCI has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
14.	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website https://eprocure.gov.in/eprocure/app of NIC-CPPP.
15.	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.
16.	The bid will be evaluated based on the filled-in technical & commercial formats.
17.	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.
18.	Bidders are requested to read the vendor guide and see the video in the page https://eprocure.gov.in/eprocure/app to familiarize them-selves with the system before bidding.

19	<p>i) <u>Submission of Queries, visit of site & Pre-bid meeting</u> with the vendors will be held at CCI Ltd. Rajban as per the schedule given at page 1 & 2 at clause No. 7 to 9. The vendors can also upload/seek clarifications through email or letter from tendering authority before the last date fixed for raising queries. The Queries raised shall be shared with every bidder attending the meeting and be part of the minutes. No clarification or observation will be entertained after the pre-bid meeting is over.</p> <p>ii) The parties shall attend the pre-bid meeting at their own risk and cost. The Tenderer shall be allowed to visit the site prior to the pre-bid meeting under the supervision of the site/project in-charge on prior intimation as per the schedule given.</p> <p>iii) Pre-bid meeting shall be open meeting and one time only. The date of meeting shall be decided by the Corporation. In case of any change in schedule of the meeting, the same shall be posted in Website giving one week notice. In case, the tenderers fail to attend the meeting, their request for rescheduling and reorganizing the meeting shall not be entertained.</p> <p>iv) Raising the observations or suggestions by the tenderers shall not give them any right to modify the terms and conditions unless it is agreed/approved by the Competent Authority of Cement Corporation of India Ltd.</p> <p>v) In case there is any modification in the tender terms, a corrigendum will be uploaded in the tender along with the queries of all vendors and replies of CCI.</p> <p>vi) After uploading of the above corrigendum on the website, there will be a clear 15-20 days' time for submission of tender and if required, an extension of time for submission of tender will be given.</p> <p>vii) Those parties, who have not attended the pre-bid meeting, can also participate in the tender and the tender terms will be applicable to all parties in uniform irrespective of attending the pre-bid meeting.</p>

For and on behalf of CCI Ltd, Rajban

HOD(Mining)

Cement Corporation Of India Limited
(A Govt. of India Enterprises)
Rajban Cement Factory

COVERING LETTER WHICH MUST BE SUBMITTED BY THE TENDERER DULY FILLED IN, SIGNED AND STAMPED IN SEALED ENVELOPE SUPERSCRIBED WITH NIT NO. SO AS TO REACH US BY 27.06.2024 AND ALSO SCANNED COPY TO BE UPLOADED ON-LINE.

Ref. No. :

Date:

SPEED POST/COURIER

To,
The HOD (Mining),
Cement Corporation of India Ltd.,
Rajban Cement Factory,
Rajban-173028, Sirmour Distt.(. H.P.)

SUB. : Submission of On-Line Tender for Hiring, leasing of Heavy Earth Moving Equipment's for Drilling with Compressor, excavation with Loading and Transportation of limestone after weighment and unloading/ disposing limestone only mechanically by deploying equipment's at Manal Limestone Mine of CCI Rajban Himachal Pradesh Site for **02 Years Duration**.

Dear Sir,

With reference to your tender for the above work, We/I hereby submit our / my tender on-line 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**(a) On-Line Submission (Soft Copy)**

The following documents duly filled in, signed digitally and stamped are up-loaded on-Line through website <https://eprocure.gov.in/eprocure/app> of NIC-CPP.

1. The scanned copy of covering letter (Annexure-II)
2. Your terms and conditions in Part I, II & III, duly signed digitally and stamped on each page in token of acceptance of the same in its entirety.
3. Techno commercial Bid (Annexure-A & A1)

Part-B: Price bid: submitted on-lineas per "PRICE BID" format only.

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 .-----

Check List For Submitting The Offer

- 1) Techno commercial bid (consisting Part I, II and III A& B).
- 2) The price Bid for Limestone.
- 3) Annexures with enclosures.
- 4) EMDthrough gate way payment.
- 5) Copy of GST registration.
- 6) Registration of transporters under GST rules, if applicable.
- 7) Pan Number, GST Number and Registration number of firm etc.
- 8) No Payment terms and conditions in offer should be quoted/ indicated. Being Government Company no advance payment is possible hence payment terms without any advance payment.
- 9) Confirm action of Bank Guarantee/warranty clause of the tender /enquiry and annexures itself.
- 10) No conditions should be written and/or indicated in the conditions

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PART-I: INSTRUCTIONS TO TENDERER

Part-I INSTRUCTIONS TO TENDERER of Tender must be downloaded from CCI website through website <https://eprocure.gov.in/eprocure/app> of NIC-CPPP. and every page of terms condition to be signed digitally and stamped to be up-loaded On-Line.

Part-II :GENERAL TERMS AND CONDITIONS

Part-II GENERAL TERMS AND CONDITIONS of Tender must be downloaded from CCI website through website <https://eprocure.gov.in/eprocure/app> of NIC-CPPP. and every page of terms condition to be signed digitally and stamped to be up-loaded On-Line.

GTC must be downloaded from CCI website through www.cci-etender.com S.No. 4 – GTC - Index-S.No.9 – Annexure -2 which is Integrity Pact to be signed digitally and stamped to be up-loaded On-Line.

Further Annexure No.1 ,2,3,4,5,6,7,8,9 to be filled, signed and uploaded on-line.

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Rajban Cement Factory

Technical Suitability: Part-II

DETAILS OF HEMM MINING EQUIPMENT TO BE DEPLOYED BY THE CONTRACTOR AT CCI MANAL LIMESTONE MINES SITE HEMM MACHINERY AS PER APPROVED BY DGMS AND INSTALATION OF WEIGH BRIDGE TO BE DEPLOYED BY THE CONTRACTOR AT CCI MANAL LIMESTONE MINES.

Sl. No.	Equipment's	Type	Make	Capacity
01)	Drilling Machine(Qty.:-1 No.)	Crawler Mounted with wet drilling provisions	IR,WDS,KRD, Atlas Copco etc.	Hole Ø :4"-4 ½" ;Min. depth: 3.0Mtrs.& Max. depth : 12Mtrs.
02)	Air Compressor (Qty.:- 1 No.)	Truck/ Tractor/Crawler mounted	IR, Khosla, CPT, KPC, ELGI, Atlas Copco etc.	Air Pressure & Air Discharge 7 to 10 Kg/Cm ² ; 365-410Cfm
03)	Loading Equipment (Qty.:- 1 No.)	Back-Hoe Bucket/ Heavy Duty with Rock Breaking arrangement - -	PC- 210 /300, Hitachi- 210/ 300 L&T – 210/300CK Komatsu- 210/ 300orEquivalentonly	Bucket Capacity 1.5/1.9m ³ /MT
04)	Tippers	<u>Own/Hired</u> <u>Regn.No.</u>	<u>Make</u>	<u>Body Capacity</u>
	No.1			25-30 MT
	No.2			
	No.3			
	No.4			
	No.5			
	No.6			
	No.7			
No.8				
05)	Dozer (Qty.:- 1 No.)			
06)	WATERTANKER (Qty.:- 1 No.)	Water Tanker mounted on truck. (Qty.:- 1 No.)		10 KL
07)	Electronic/Computerized weighbridge Pit less	Adequate Capacity 80 MT		Adequate Capacity 80 MT

During the execution of work, the contractor shall at his own cost provides adequate material for proper execution of the work and ensure the stability & safety of all the structures Both contractors (70% quantity & 30% quantity) as per clause has to maintain adequate equipment's of Sr. No.1 & 4 as per requirement/instruction of CCI official for Sr. No. 5 to Sr. No. 8 each party has to maintain equipment's as per clause.

NOTE : All equipment's mentioned in the tender should be either owned by the tenderer or the tenderer must have the right of use (Leasing) of the same after award of contract. Documentary evidence such as Purchase bills/ registration etc. For ownership & for the capacity of the equipment's are to be enclosed with tender

documents. If the tenderer is not in a position to submit the same, he should deposit Rs. 10 Lakhs in the form of DD or FDR in favour of CCI Rajban as security in lieu of non-submission of said documents. The Security deposit of Rs.10 lakhs shall be refunded on receipt of the agreement of the successful tenderer with the owner of the Vehicles along with the ownership documents. In case they fail to submit the documents within the mobilization period, this SD shall be forfeited. The Contractor should have their own maintenance facilities for which, space will be provided at the site by CCI.

Date :

Place:

Tenderer Signature
(Name and Address with Seal)

Cement Corporation of India Limited

(A Govt. of India Enterprises)

Rajban Cement Factory

PART-III (A)

Special Terms and Conditions for Hiring, Leasing Of Heavy Earth Moving Equipment's for Drilling, Excavation with Loading and Transportation Of Limestone after Weighment on Weigh- Bridge To Crusher Hopper of Manal Limestone Mines of Rajban Cement Factory.

1) AREA ALLOTTED:

The contractor will have to carry out the work under this contract at the area(s) allotted to him by the Corporation from time to time. The Contractor will have no right of choice in the matter or to change the area allotted to him nor will he have a right to demand a change of the allotted area.

2) CONSTRUCTION / MAINTENANCE / REBUILDING OF ROADS etc. :

The Contractor has to maintain the road in workable condition and worthy for plying of vehicles by filling the potholes with Shale/ morum from the loading point to the quarry weigh bridge unloading point at crusher hopper or stock and connecting road from mines face to Nadi via Hill-Top or Magazine or Quarry to Nadi by engaging Dozer/JCB or manpower where ever required which includes cleaning of slides, boulders. The height of the berm along haul road, face road, connecting road to be maintained as per the statutory norms. The area/s required be made with maximum height with berm will be shown by the CCI personnel. However, the height of berm at maximum places is required be made more than the height of diameter of Tyre of tipper/dumper being used for execution of the contract.

3) SUPPLY OF ELECTRICITY:

The Corporation does not guarantee supply of electricity to the contractor required either for the work or for any other purpose. If, however, the electricity is supplied by the Corporation at its discretion, the same will be charged at the rates as may be determined by the Corporation from time to time. The decision of the Corporation in this regard shall be final and binding on the Contractor. The electricity in such cases shall be supplied at one fixed point as may be decided by the Corporation.

4) EMPLOYMENT OF PERSONS BY THE CONTRACTOR:

- a) The Contractor shall employ adequate number of persons 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 work specified.
- b) The Contractor shall not deploy any female employee without prior written permission from the Corporation.
- c) The persons engaged should be local preferably from the surrounding villages.
- d) The persons employed by the contractor shall be the employees of the contractor for all purposes and they shall not be deemed to be in the employment of the Corporation for any purpose, whatsoever.
- e) The contractor or his authorized representative is required to be present at work site at least Mines Foreman or Mining Mate with DGMS certificate holder and to work under the supervision of Corporation's authorized representatives.

5) CONTRACTOR TO BE LIABLE FOR ALL PAYMENT TO HIS EMPLOYEES:

- a) The Contractor shall be liable for payment of wages and other benefits such as leave with wages, wages for paid holidays, contributory provident fund, insurances, free medical aid etc., to his employees and labours as per statutory requirement as may be or may be come applicable from time to time to limestone mines. The contractor shall also comply with the provisions of wage board and arbitration

Award applicable to the Cement industry as may be existing or modified during the currency of the contract for all the work covered by this contract, if at any time made applicable.

- b) The Contractor shall bear all liabilities for the staff and workers employed by him as regards any compensation any litigation and any other action arising out of operation of this contract.
- c) Before, settlement of the Contractor's final payment by the Corporation, the Contractor shall deposit in respect of the entire period of contract, all statutory records, registers, pay sheets including pay sheets in respect of leave with wages, payment of compensation for injuries, of compensation towards final payment of the labours and any other records that may be deemed necessary by the corporation within 7 days of the completion / termination of the contract.
- d) The Contractor shall submit the payment register for the previous month at the time of submission of bills.

6) PROVISION OF ACCOMMODATION etc. by CONTRACTOR TO HIS EMPLOYEES:

The contractor shall make his own arrangements for accommodation, supply of drinking water, first aid, conveyance in case of accidents, free medical treatment etc., for his employees. CCI may provide quarter in its premises on chargeable basis subject to availability of quarter.

7) HOURS OF WORK etc. :

The contractor will be required to work only during the hours as may be directed by the Corporation. The contractor shall not work on weekly day of rest or national, paid, festival holidays except with the prior permission/instructions from the Corporation. The working time will be in day light in General shift shifts i.e., 08 AM To 05 PM. However, it may be extend to 6.00 AM to 6.00 PM as per requirement of factory from time to time.

8) COMPLIANCE WITH STATUTORY PROVISIONS:

- a) All the laws, rules and regulations made the re under or any orders or directives of any local authority in regard to the operation of mines will have to be followed by the contractor and he shall be liable to pay and indemnify the Corporation against any fee, penalty or charges paid by the Corporation under any laws, rules, regulations etc. In their own interest, tenderers are advised to be fully conversant with the following;
 - i) Metalliferous Mines Regulations 1961.
 - i) Mines Act, 1952.
 - iii) Mines Rules, 1955.
 - iv) Mineral conservation and Development Rules, 1988.
 - v) Motor Vehicle Act.
 - vi) Workmen compensation Act, 1933 and rules made there under.

The following Safety Devices are mandatory to install in all HEMM's.

Seat belt with Reminder with Voice for Excavators and Tippers, Audio Visual Alarm 24 v for tippers, Rear view Camera for Tippers, Proximity sensor 20 meter for Excavator sand Tippers , Operator Anti-fatigue Devices for Excavator sand Tippers, Automatic fire system for Excavator, Semi-Automatic Fire suppression system for Tippers, Body Lifting warning system for Tippers, Blinds pot Mirror for Excavator sand Tippers, Battery cut off switch for all equipment's and Load Indicator for Tippers. Any other safety features recommended by DGMS Circulars.

8(A):Special Clause as per the guidelines issued by DGMS:

The contractor will require to follow the directions & guidelines issued by DGMS as per the Recommendations of 11th & 12th conferences on Safety in Mines. The detailed recommendations are available in CCI Mines office as well as in the website of DGMS. The relevant clauses of the same are given below:-

I	CCI will provide a written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them.
II	CCI will provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
III	The Contractor will ensure that all work is carried out in accordance with the Statue and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner.
IV	Contractor will ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring the compliance all safety laws by the sub or sub-sub contractors.
V	All persons deployed by the contractor for working in mine must undergo vocational training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of VT & IME.
VI	Every person deployed by the contractor in amine must wear safety gadgets to be provided by the contractor. If contractor is unable to provide, owner, agent and manager of the mine shall provide the same.
VII	The contractor shall submit to DGMS returns indicating -Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons. There turn shall be submitted quarterly (by 10 th of April, July, October and January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
VIII	The contractor shall extend all benefits including medical facilities and payment of wages to contractor's worker receiving injury whilst on duty.
IX	Medical facilities shall be extended to contractor workers.
X	The contractor shall not employ or terminate his worker without the knowledge of the mine management.
XI	Payment to contractor's workers including leave with wages shall be made through bank.
XII	Safety Features in HEMMs (i) Audio-Visual Alarm ✓ The sound level of AVA should be at least 5to20% higher than the ambient noise level; and ✓ The audio frequency and its amplitude band should be increasing and uniquely heard to keep persons alert in the blind zone during reversal. ✓ AVA should be of IP67compliance.
	(ii)Longer Extended Hours of driving beyond 8 continuous hours with are st interval of half an hour after four hour so continuous operation, shall not be permitted
	(iii)Operator's Seat in the Vehicle/ HEMMs should be ergonomically designed to have adequate comforts while driving continuously.
XIII	Ensure that contractor's arrangements for health and safety management are consistent with those for the mine owner. All the rules, regulations and bye-laws as applicable to the mine owner are also applicable to the contractor. Details of the contractor's workmen should be maintained in the owners Form-B register. Whereas as C, D & E registers for contract or men may be maintained independently by the owner and shall be kept in the mine office of the manager.

XIV	Ensure that contractors are familiar with the relevant parts of the statutes, health and safety management system and are provided with copies of such documents prior to commencing work.
XV	CCI will Monitor all activities of the contractors to ensure that contractors are complying with all the requirements of statute and the system related to safety. If found non-compliance of safety laws CCI will direct the contractors to take action to comply with the requirements and for non-compliance of any such law/order for more than a period of 15 days, a penalty of Rs.100/-per additional week will be imposed & will be recovered from the contractor's bills/dues.
XVI	Where a risk to health or safety of a person arises because of a non-compliance of there commendations of 10 th &11 th conference, the Corporation may ask the contractor to cease work until the non- compliance is corrected.
XVII	Every person deployed by the contractor in a mine must wear safety PPE, gadgets to be provided by the contractor.
XVIII	This NIT can be modified at any time to ful fill the requirements of statute/circulars issued by DGMS from time to time subsequent to the finalization of NIT also.

Required all statutory records to be maintained properly as per procedure. Also required medical checkups to be made and its related statutory records and norms be followed/adheredstrictly.

Contractor is required to engage sufficient Shift supervisors/in-charges. Periodical monthly, quarterly, half yearly annually and/ or any other required reports/returns to be sent to statutory authorities as per statutory norms and procedure under intimation to Mines manager.

In case, if any accident took place during operation/execution of contract at our premises neither with HEMM nor with manpower of contractor, all the relevant expenditure i.e. Survey, Compensation, TA, transportation charges, insurance liaison with concerned authorities etc. will be on contractors account only, meaning here by totally expenditure/responsible lies on the part of the contractor.

- b) The contractor will comply with the provisions of payment of wages Act, 1956, Employees Liability Act, 1938, Apprentice Act, 1961, Employees Provident Fund Act, Bonus Act and Gratuity Act, Workmen compensation Act or any other Act or enactment relating to the work and also the rules framed there under from time to time. If at any time the Corporation is required to make any payment / claims / compensation by virtue of any of the above acts etc., such payment shall be deemed to have been made on contractor's behalf and therefore the same shall be recovered by the Corporation from the contractor from his running bills or from any sum due to the contractor on any account from the Corporation.
- c) Safety equipment's as per provisions of Metalliferrous Mines Regulations 1961 and orders issued there under including various circulars issued by the Director General of Mines Safety shall be provided by the Contractor to his employees. Contractor should provide safety shoes, helmet, safety goggles, ear plug, dust mask etc. to his employees. If the contractor fails to provide the safety equipment's, the Corporation may be provided the same on his behalf and the cost of the same shall be recovered by the Corporation from time the contractor from his running bills or otherwise.
- d) The contractor will abide by all the provisions of the contract labours (Regulation & Abolition) Act and Rules made there under and indemnify the Corporation against any penal provisions under the aforesaid act etc. He shall also get himself registered with the competent authority and obtain a license for such work.
- e) GST is applicable as per time to time statutory authorities' orders and/or amendments.
- f) GST if applicable at any time during contractual period: Any statutory tax or duties as applicable being enforced by the authority during the contract period shall be borne by the Contractor. However, GST as applicable by the existing rules shall be paid to the authority by the contractor and the same may be reimbursed to the contractor by the Corporation on production of original documents/receipts

of Tax paid.

9) PROVISION OF ADEQUATE EQUIPMENT, MATERIALS ETC:

- a) The contractor shall employ adequate number of equipment in proper working 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 work specified.
- b) During the execution of work, the contractor shall at his own cost provide adequate proper execution of the work and ensure the stability and safety of all structures, excavations and works 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 caused or is likely to be caused to any property.

10) RATE:

- a) The contractor shall be presumed to have satisfied himself is must and careful examination before submitting his tender as to the nature of ground, the form and nature of the work and materials necessary for the completion of the work and means of access to the site, the accommodation he may require and all other matters incidental there to and ancillary thereof, affecting the execution and completion of work. He shall also be presumed to have satisfied himself, before tendering, regarding the correctness and sufficiency of the tender for the work as quoted by him in the tender schedule and that his rates and prices cover all his obligations under the contract and all matters and things necessary for the proper completion of work. It is understood and agreed that no extra payments other than for the work actually executed and at the rates agreed, shall be admissible to the contract or on any account and for any reasons whatsoever.
- b) The rates entered in the accepted schedule of rates of the contract are rates intended to provide payments for the work duly and properly completed in conformity with the contract to gather with such extensions, dimensions, reductions, alternation, or additions in the work as may from time to time be ordered by the Corporation or its authorized representatives. Such rates shall also be deemed to include and cover superintendence, labours and supply of materials, stores, machinery, tools and all apparatus and plants required in the work, all watching, lighting, bailing, pumping and draining, all prevention so for compensation for trespass, all barriers and arrangements for the safety of the Public or of the employees during the execution of work, all sanitary and medical arrangements for Labour camps, the setting of all work and construction, repair and upkeep of all center lines, bench marks and level peos thereon, site clearance, all fees, duties, rent and compensation to owners for surface damages or taxes and imposition payable to appropriate authorities in respect of land, structures and all materials supplied for the work and expenses or statutory levies or duties for which the contract or may become liable under any provision of law for the purpose of or in connection with the execution of contract and all such other incidental charges or contingencies that may arise in connection with the execution of the contract.
- c) Rates quoted and accepted will be exclusive of royalty and any cess on limestone imposed by the Govt. Royalty and Cess payable will be to the account of the Corporation and will be paid by the Corporation direct to the Government.
- d) The rates accepted shall remain firm during the tenure of this contract and no increase will be allowed on account of increase in wages etc., to the workers or any other account.
- e) The contractor shall not be entitled to any extra payment for removing any trees; trunks etc., that may be met with while working in the area and also he shall have no claim on material obtained. The material so obtained will be the property of the Corporation.

11) SCHEDULE OF QUANTITIES:

The quantities set out in the schedule of quantities against each item of work are the approximate estimated quantities required to be executed and shall not to taken as actual and contracted quantities so for the work to be executed by the contractor under this contract the Corporation may as its discretion increase or decrease the quantities upto 20% of the quantities set out in the schedule of quantities. In case the contracted quantities are reduced / deleted by the Corporation no compensation whatsoever will be payable by the Corporation for such reduction.

12) TERMINATION OF CONTRACT:

The Corporation may terminate the contract at any time within their discretion, without assigning any reason therefore by giving 15 days' notice in writing and without any liability to pay any compensation.

13) CONTRACTOR TO BE FULLY RESPONSIBLE IN CASE OF ACCIDENTS:

The entire responsibility on account of any accident/damage or personal injury which may occur to any of the Contractor's vehicle, equipment's / to his employees or any outside party shall be exclusively that of the contractor and no claim whatsoever be entertained by the Corporation on his accounts. Contractor has to do the liaison with the Govt. Officials for any such matter. Contractor has to indemnify for any liability to Cement Corporation of India Ltd, Rajban or any employee of CCI Ltd, Rajban.

14) INSPECTION:

The Contractor shall provide the authorized representative of the corporation every facility for entering in and upon any portion of the work area at all hours for the purpose of inspection of the work or any other purpose and shall provide all assistance which may include labour, materials, tools and tackles, ladders, pumps, appliance of every kind required for the purpose aforesaid, free of cost and the Corporation's representative shall at all times have access to every part of the work area and to all places at which material for work are store do rare being prepared.

15) CONTRACTOR NOT TO SELL ANY MATERIAL:

- a) The Contractor shall not sell or otherwise dispose off or remove clandestinely any stone, clay, ballast, earth or rock or other materials or substances which may be obtained from any excavation made in or upon the site and all such substances, materials, or produce shall be and shall continue to the property of the Corporation.
- b) All Gold, Silver, Oil and other materials or any description and all precious stones, coins, treasures, relics, antiques and all other similar things which may be found in or upon the site shall not be removed or appropriated by the contractor in any way and it shall be his duty upon finding any such thing or things to inform forthwith the Corporation about it and duly preserve the same to the satisfaction of the Corporation and shall from time to time deliver the same to such person or persons as the Corporation may appoint to receive the same.

16) CLAIMS FOR COMPENSATION:

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

17) **EXTENSION OF PERIOD OF COMPLETION:**

When there is a written request of the Contractor for extension of the period of completion and if in the opinion of the Corporation, the work is delayed by reason of extra or additional work of any kind 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 work, but no compensation will be paid to the Contractor on this account.

18) **COMPLETION OF WORK AND LIQUIDATED DAMAGES:**

- i. Time is the essence of the contract, the entire work as stipulated will have to be completed within the stipulated period mentioned in the tender notice. In case the quantity of work is increased by the Corporation as stipulated in clause (11) the time of completion shall be proportionately extended by the Corporation.
 - ii. The monthly quantities to be executed by the contractor against each item of work of the contract have been mentioned in the Special terms and conditions (Part-III) and if these monthly quantities are not fulfilled penalty as specified therein shall be paid by the contractor.
 - iii. The work shall be completed by the contractor within the time stipulated in the tender and to the satisfaction of the Mines Manager or his representative of the Cement Factory / Project failing which the contractor shall pay damage to the Corporation equivalent to the amount of 10% of the value of the unexecuted portion of the work on the date of abandonment if he abandons the work at anytime or fails to complete the works within the stipulated time. While calculating the damages for failure of the contractor to complete the work in stipulated time the penalty imposed under sub-para (b) above, on account of shortfall in achieving monthly targets shall be taken into account and the contractor shall be required to pay either the penalty imposed according to sub-para (b) above or the damages as per this sub-para whichever of the two is higher. If the contract or ultimately completes the work within the stipulated time as stated in the contract, all penalties on account of shortfall in quantity may be condoned at the discretion of the Corporation provided the Contractor has at least supplied 75% of the quantity scheduled for each month.
 - iv. The Contractor may, however, complete the work after the stipulated period with the consent of the Corporation and subject to the condition that he shall pay to the Corporation by way of further damages at the rate of 1% of the value of work remaining unexecuted at the beginning of each week. This will be in addition to the penalty laid down in sub-Para (c) above.
 - v. In case the contractor fails to complete any of the items as stipulated in the schedule of quantities a portion of the payment may be decided by the Corporation shall be withheld from his running bills which shall be paid after completion of that specific item of the work.
- 19) The rates accepted shall remain firm during the tenure of this contract and no increase will be allowed on this account whatsoever it may be. However if any rates received are lower than the existing rate for the similar nature of work, the same rate/s are applicable to this contract also, the same may kindly be noted by the contractor.
- 20) The Corporation reserves the right to split the quantities against the tender between L1 and L2 tender in the ratio of **70:30**. If L2 tenderer match the L1 rates in all items. In case L2 tenderer do not match the L1 rates option will be given to other tender starting from L3, L4, L5etc. to match L1 rates and

accordingly quantities will be split in the ration of 70:30 between L1 tenderer and the tenderer who matches with L1 rates. If L2,L3, L4, L5 etc. tenders do not match the L1 rates full quantity will be awarded to L1 tenderer.

21) The work will be awarded on overall L-1 basis. (Excluding GST)

22) **Earnest Money Deposit :**

1.0 For this contract EMD is Rs.2,00,000/- (Rupees Two lacs only) to be submitted

- 1.1 All tenderers including those registered with the Corporation should furnish earnest money, as specified by way of Bank Draft in favor of Cement Corporation of India Limited, payable at Rajban (HP) Code-3399. Tender received without the earnest money deposit, as specified in the tender, will be liable for rejection. Any other money held by or pending with the Corporation against any other contract will not be adjusted /treated as EMD for this tender.
- 1.2 Earnest money will be forfeited if the rates are revised /modified during the validity period or extended period. Earnest money will also be forfeited if the security deposit is not furnished or work not started after acceptance of the tender offered to CCI.
- 1.3 If work is not started after acceptance of tenderer's offer and depositing of Security deposit, the Security deposit will be forfeited.
- 1.4 The Earnest money deposit will not bear any interest.
- 1.5 The Earnest money deposit of successful tenderers would be adjusted towards the Security deposit & that of others will be refunded, except in the cases mentioned in 1.2 above.
- 1.6 Public Sector Undertakings (Central/State) and SSI-Units registered with NSIC are exempted from submission of Earnest money deposit. The SSI Units shall furnish documentary proof to the effect that they are registered with NSIC along-with the tender documents.

23) **Security Deposit:**

- 2.1 The amount of Security Deposit (5 % of Total Order Value) as specified in the terms & conditions of the tender shall be deposited by the successful tenderer(s) within 15 days of acceptance of offer.
- 2.2 Failure to furnish security deposit in accordance with the conditions of the tender within 15 days of the award of the contract will be considered to be breach of contract, which would give the Corporation the right to terminate the contract & forfeit the EMD amount. For such breach of contract, the Corporation will also be entitled to take any other course of action against the successful tenderer as it may deem fit, like stoppage of business dealings / debarring from tendering etc.
- 2.3 The Security Deposit may be made either by bank draft, cash or bank guarantees in favour of Cement Corporation of India Ltd., from a scheduled bank in the prescribed form as given in Annexure-** valid for a period of 6 months beyond the date of completion of contract. The earnest money deposit in the form of bank draft will be adjusted towards a portion of the security deposit.
- 2.4 In the event of any approved upward revision in the value of the contract, the successful tenderer will, on receiving intimation make further deposit as specified by the Corporation, towards the increased value of the contract.
- 2.5 The security deposit will not bear any interest. The Corporation reserves the right to adjust security deposit towards any amount due to it from the successful tenderer, against this contract or against any other contract with this Corporation and in such an event the successful tenderer on receipt of notice from the Corporation, shall make further deposit to restore the security deposit to the full amount.
- 2.6 The security deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Corporation, should the successful tenderer either fail to complete the jobs assigned to him/them as per agreed time schedule or to fulfill his /their contractual obligations or to settle in full his /their dues to the Corporation.
- 2.7 The Corporation is empowered to deduct from the security deposit or from any other outstanding amount, any sum that may be fixed by the Corporation being the amount of loss or losses or damages suffered by it due to

delay in performance or non performance of any of the conditions of tender /contract. The Corporation will, however, not be bound to prove any demonstrable loss or damage(s) suffered.

- 2.8 The Corporation shall have a lien over all or any money that may become due and payable to the contractor under his contract or any other contract or transaction of any other nature either all alone or jointly with other contractors and unless the contractor pays and clears the claim of the Corporation immediately on demand, the Corporation shall be entitled at all times to deduct the said sum due from the contractor from any money /security deposit which may have become payable to the contractor may become due at any further date under this contract or any other contract or transaction whatsoever between the contractor and the Corporation without prejudice and in addition to the other rights of the Corporation of recover the amount of any such claim by other remedies legally available.
- 2.9 Bank Guarantee as required under this contract or agreed to against any advance made by the Corporation / contract performance / equipment performance / guarantee etc. shall be extended by the contractor whenever so required by the Corporation and without any question for covering the period of completion and finalization of work, performance etc. Failure to do so shall entitle the Corporation to en-cash the bank guarantee against its dues, recoveries, L.D. etc.
- 5.3 In case of any compelling circumstances or for any other reason and in the opinion of the Corporation, the contract needs to be terminated at any stage during the execution, the Corporation shall be entitled to do so giving one month notice in writing. In such an eventuality no compensation whatsoever for any arrangement made by the contractor or for any liabilities incurred by him or any consequential loss will be payable by the Corporation except the payment for work actually done at contracted rates, after making good all due recoveries, L.D., if any etc. CCI also reserves its right to suspend the contract for any compelling reasons if in the opinion of the Corporation it is so required, in such an eventuality the time of completion will be extended to the extent of suspension period but no claim whatsoever for any damages, increase in rates, idle wages, machinery etc. will be payable to the contractor.
- 5.4 The Corporation also reserves the right to make risk purchase from the open market by tender or by other mode of purchase at the risk and cost of supplier in respect of such quantities that the supplier fails to deliver in accordance with the schedule of delivery agreed to, after giving due notice to the supplier.
 - 5.5 All persons employed by the contractor including drivers and cleaners of the truck trailers, machinery operators etc. shall be instructed by the contractor to observe strictly all the road safety regulations prescribed, either general or by CCI, whilst they are in the premises of the factory or the colony or on road and if any person commits breach of any of the regulations, it shall be open to Corporation to disqualify that person from entering the premises of the factory or the colony, the contractor shall be bound to comply with such instructions forthwith.
 - 5.6 All the employees / workers engaged by the contractor will be treated as employees of the contractor for all purpose. The contractor will not pay wages and allowances, bonus, gratuity and PF, employees state insurance benefit etc. at a lower rates than those fixed or notified by the State Govt. or other authorities or payable statutorily by him. If at any time the Corporation is required to make payment / claim / compensation on any of these amounts, the same shall be recovered from the contractor from his dues against any other contract, at any time.
 - 5.7 The contractor shall abide by the Contract Labours (Regulations and Abolition) Act, 1972.
 - 5.8 Wages shall be paid by the contractor to the workmen directly without the intervention if any Jamadars of Thekedars and that the contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by such person from the wages of the workmen.
 - 5.9 If any damages is caused to property or any injury is caused to or the death occurs of any person in the premises of the factory of the colony or anywhere else due to any act of any person employed by the contractor or through his machinery or activities, the contractor will be liable for damages / compensation in respect thereof and shall indemnify the Corporation and keep the Corporation indemnified against all losses, damages, costs, charges, expenses and all liability of whatsoever nature and kind which the

Corporation may incur, sustain, suffer or be put to in consequence or by any reason of such damages injury or loss of life.

- 6.0 If any damages are caused to any of the contractor's vehicle / belonging / equipment's / machinery / materials establishment etc. or any injury is caused to or death occurs of any person employed by him in connection with the performance of this contract, due to negligence of any person employed by him or otherwise, the Corporation shall not be liable for damages or for compensation in respect thereof under the workman's compensation act or otherwise and the contractor shall indemnify the Corporation and keep the Corporation indemnified against all losses, damages, costs charges, expenses and all liabilities of whatsoever nature and kind which the Corporation may incur, sustain, suffer or be put to in consequence or by reason of such damages, injury or loss of life.

24) Force Majeure Conditions:

- 1.1 If at any time during the continuance of the agreement / contract, it becomes impossible by reasons of war, or war like operation, strikes, lock out, riots, civil commotion, epidemical sickness, pestilence, earthquake, fire, storm or floods, the contractor shall during the continuance of such contingencies not be bound to execute the contract during this period as per agreement / contract time schedule. The work shall be resumed immediately the contingencies have ceased or otherwise determined and contractor's obligations shall continue to be in force for correspondingly extended period after the resumption of execution. The contractor shall however, inform the Corporation by registered post about such acts at the beginning and end of the above causes of delay within ten days of occurrence and cessation of such force majeure conditions.
- 1.2 In the event of delay lasting over one month, if arising out of cause of force majeure, the Corporation reserves the right to cancel the order / contract without any compensation whatsoever and / or any consequential loss etc.
- 1.3 Only events of force Majeure, which affect the work at the time of its occurrence shall be taken into cognizance. The Corporation shall not be liable to pay any extra costs or increased rates due to delay under Force Majeure conditions, only appropriate extension of time will be granted.

25) Notice:

- 10.1 Any notice hereunder may be served on the contractor by registered post / mail at his last known address. Proof of issued of any such notice at his address shall be conclusive proof of having received the notice by contractor.
- 10.2 Replies to notices, communications received and complaints should be addressed by the contractor to the Rajban Cement Factory in writing only and should be sent by registered / AD Post.

26) Dispute Under This Contract and Arbitration:

- 11.1 In the event of any question/dispute, breach of or difference arising in respect of the meaning and scope of terms and conditions herein or in connection with any matter under this agreement (except for those matters which are to be decided as per provisions made in these terms and condition), the same shall be referred to the Chairman cum Managing Director of Cement Corporation of India Limited for appointment of a Sole Arbitrator. There will be no objection if the Arbitrator so appointed is or was an employee of the Corporation and whether he had at any time in discharge of his duties as an employee had expressed views on all or any of the matters in dispute or difference or dealt with the matter in substance. The Arbitrator shall give award with reasons in respect of each claim, dispute or difference referred to him in the event the value of dispute(s) exceeds Rs.50000/-. The award of the Arbitrator shall be final and binding on the parties to this contract.
- 11.2 Subject to aforesaid the Arbitration & Conciliation Act, 1996 and the rules made there under, and any statutory modifications thereof for the time being in force shall apply to the arbitration proceedings under this clause.

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

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

27) Jurisdiction:

12.1 It is hereby agreed by the parties hereto that only courts at Paonta Sahib / Nahan shall have jurisdiction to decide or adjudicate upon any matter which may arise out of or be in connection with this agreement.

28) Laws Governing the Contract:

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

29) Waiver Not to Impair the Right of the Corporation:

14.1 Any delay in exercising or omission to exercise any right power or remedy accruing to the Corporation upon any default under this contract shall not impair any such right, power or remedy or shall be construed to be waiver thereof or any acquiescence in such default nor shall any action or inaction of the Corporation in respect of any such default or any acquiescence by the Corporation effect or impair any right, power or remedy of the Corporation under this contract.

LIST OF EQUIPMENT'S OWNED

Sl. No.	List of equipment's with Registration	Size/Make Capacity	Manufacturing Year	General Condition
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- i) List of tippers of capacity 25 MT (Minimum).
- ii) List of Loading Machine PC-200/ 210 /300, Hitachi – 300 or equivalent with rock breaking arrangement
- iii) List of Drill Machine and Comp. 4” – 4 ½” Ø / 100-115 mm and equivalent Cap. With wet drilling arrangement.
- iv) Dozer/JCB
- v) Truck mounted water tanker 10 KL or of more Capacity.

NOTE : All equipment's mentioned in the tender should be either owned by the tenderer or the tenderer must have the right of use (Leasing) of the same after award of contract. Documentary evidence such as Purchase bills/ registration etc. For ownership & for the capacity of the equipment's are to be enclosed with tender documents. If the tenderer is not in a position to submit the same, he should deposit Rs. 10 Lakhs in the form of DD or FDR in favour of CCI Rajban as security in lieu of non-submission of said documents. The Security deposit of Rs.10 lakhs shall be refunded on receipt of the agreement of the successful tenderer with the owner of the Vehicles along with the ownership documents. In case they fail to submit the documents within the mobilization period, this SD shall be forfeited. The Contractor should have their own maintenance facilities for which, space will be provided at the site by CCI.

Date :

Place:

Tenderer Signature
(Name and Address with Seal)

List Of Equipment's Hired

Sl. No.	List of equipment's with Registration	Size/Make Capacity	Manufacturing Year	General Condition
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i) List of tippers of capacity 25 MT (Minimum).

ii) List of Loading Machine PC-200/ 210 /300, Hitachi – 300 or equivalent with rock breaking arrangement

iii) List of Drill Machine and Comp. 4” – 4 ½” Ø / 100-115 mm and equivalent Cap. With wet drilling arrangement.

iv) Dozer/ JCB

v) Truck mounted water tanker 10 KL or of more Capacity.

NOTE : All equipment's mentioned in the tender should be either owned by the tenderer or the tenderer must have the right of use (Leasing) of the same after award of contract. Documentary evidence such as Purchase bills/ registration etc. For ownership & for the capacity of the equipment's are to be enclosed with tender documents. If the tenderer is not in a position to submit the same, he should deposit Rs. 10 Lakhs in the form of DD or FDR in favour of CCI Rajban as security in lieu of non-submission of said documents. The Security deposit of Rs.10 lakhs shall be refunded on receipt of the agreement of the successful tenderer with the owner of the Vehicles along with the ownership documents. In case they fail to submit the documents within the mobilization period, this SD shall be forfeited. The Contractor should have their own maintenance facilities for which, space will be provided at the site by CCI.

Date :

Place:

Tenderer Signature
(Name and Address with Seal)

Cement Corporation of India Limited

(A Govt. of India Enterprises)

Rajban Cement Factory

PART-III(B)

SPECIAL TERMS AND CONDITIONS FOR HIRING, LEASING OF HEAVY EARTH MOVING EQUIPMENT'S FOR DRILLING, EXCAVATION WITH LOADING AND TRANSPORTATION OF LIMESTONE, AFTER WEIGHMENT AT CCI WEIGHBRIDGE TO CRUSHER HOPPER OF MANAL LIMESTONE MINES, RAJBAN CEMENT FACTORY, H.P.

In addition to the General Terms and Conditions of the contract under Part- I, II and III (A), the following additional Special conditions will also apply to the contract. Special conditions given below, if contradictory to any conditions given in Part- I, II and III (A) shall prevail upon such conditions given in Part-I, II and Part-III(A).

1) SCOPE OF WORK:

- a) The work involves Hiring/Leasing of Heavy Earth Moving Machinery for drilling, Excavation with Loading and transportation of blasted Limestone from Manal Limestone Mine lead wise respectively up to unloading in Crusher hopper. The Contractor has to feed material to Crusher hopper from Stock (Rehandling) as per Mines Manager or his representative instructions, as and when required. Loading Machine should have the provision for rock breaking and this assembly will be used for breaking the boulders where ever required.
- b) Blasting will be done by CCI.
- c) (ii) The estimated quantity may vary (+/-) 25% (iii) Above mentioned place of loading/unloading of material can be changed by CCI restricted to the similar distance/leads.
- d) The quantities of leads can be changed by CCI as per the requirement/ circumstances.
- e) Lead means the distance covered one side i.e., loading point to Crusher hopper, hence no payment will be made for return empty trip i.e. from crusher hopper to loading point.
- f) The quantities as mentioned above are only indicative and may be changed depending on the requirement of the Rajban Cement Factory. CCI can amend the quantity as + / - 25%. In case CCI desires to enforce + 25% the Contractor will be given proportionate additional time.
- g) In case the contracted quantities are reduced/deleted or not required to be executed by the Corporation due to any reason i.e. stoppage/breakdown of plant or machineries, Non operation of mining activities due to any statutory order/reason, no compensation whatsoever will be payable by the Corporation for such reduction/deletion of quantities.
- h) No idling charges will be paid to the contractor in case non-utilisation of machinery.
- i) The scope of work also involves the breaking of oversize boulders. The man & machinery/tools for this work will be arranged by the contractor. The contractor will ensure that all oversize boulders will be broken to a comfortable size below 350 mm.
- j) The Contractor and his men will work under technical supervision of Corporation official's i.e. Mines Manager and his representatives thereof.
- k) The Contractor is bound to follow the Mines Act and Mines Rules and regulations and other statutes and circulars issued there under applicable from time to time during the

period of contract as already stipulated in Para 8 of terms and conditions of Part-III (A). Any statutory tax or duties being enforced during contract period by the concerned Authority shall be borne by the contractor.

- l) The work involves preparation of platform for drilling face, major operation of drilling, loading and transportation of Limestone. The drilling operations are required to be done by Contractor engaging his own machinery. The area for drilling, operations, drilling, parameter, selection of bench for drilling shall be decided by the Mines Manager or his representative as per the quality requirement of Limestone for the Plant. Minimum one drill pattern has to be made by contractor while drilling Contractor shall have no right of choice for change of the Bench or the drilling area on the bench and drilling parameter Drilling operation shall be done by complete wet drilling system as per DGMS circular. Every time contractor shall prepare one drilling face ready in advance to be drilled. If there is any generation of boulders after primary blasting, secondary drilling will also to be carried-out by Contractor only or by utilizing rock breaker.
 - m) Blasting activity will be done by CCI at their own cost. Blasting will be done by CCI on chargeable basis from Contractor against @Rs0.20/-per MT raising of Limestone from mining pit / face in a month or part thereof. Further if necessary
- 2) The contractual period is **02 (Two) Year** and can be extendable for further period of one Year with same quantity rate, terms and conditions.

QUANTITY/YEAR:

i) LIMESTONE :2.5 Lacs (Two Lac fifty thousand) MT±25%. Per Year.

Note: However, CCI reserves the right to divide the quantum of quantity of work in between two contractors @ 70:30 ratio basis and proportionately deployment of HEMM equipment's etc., on the same ratio basis.

3) VALIDITY OF CONTRACT:

- a) The period of contract is 02 year from the date of issue LOI initially and contract is extendable for further period of one year with same quantity rate, terms and conditions at the discretion of CCI.
- b) Monthly schedule will be given by Mines Manager or his representative.
- c) A period of 15 days after issue of Letter of Intent/Work Order shall be allowed as mobilization time for shifting of equipment's to our site.
- d) After mobilization of equipment's, the contractor shall commence the work immediately.
- e) In case the Contractor is not able to complete the quantity awarded to them, then CCI, at its discretion, may extend the contract period for three month by levying the penalty. However, in case the Contractor is not able to complete the quantity in two years, for the reasons not attributed to them the Contract period may be extended for completion of contracted quantity without levying any penalty for three months.
- f) CCI can amend the quantity as ± 25%. In case CCI desires to enforce + 25% the Contractor will be given proportionate additional time.
- g) Lead means the distance covered one side i.e., Mines face to Crusher hopper. No payment will be made for return empty trip i.e. from crusher hopper to mines face. No idling charges will be paid to the contractor in case non-utilization of machinery.

4) DIESEL ESCALATION AND DE- ESCALATION

The rate quoted shall be firm till the completion of contract. No escalation shall be applicable during the validity of the contract and its extended period except that of change in the diesel rates. Any change in the diesel rates the escalation /de-escalation on the contract rate due to change in the price of diesel on completion of each year shall be applicable as per the following formula after receipt of the documentary evidence from the contractor.

Formula for evaluating Price Escalation/De-Escalation on Diesel Cost will be as under:

Assuming diesel price at the last date of submission of tender=Rs.60.00 per liter Assuming the diesel price after completion of one year = Rs.70.00 per liter Percentage Therefore, Hike in the diesel rate = $\frac{(70-60)}{60} \times 100 = 16.67\%$

Calculation for the price escalation/de-escalation per MT=

$$\frac{100 \times 30 \times 16.67}{100 \times 100} = 5.0\% \text{ per MT of total contract value.}$$

Note :-For price escalation /de-escalation for Diesel Price of normal diesel of same company (HP/IOC) of the same locality will be taken and the calculation will be from the last date of tender submission including Corrigendum, if any, and to the date of completion of each year should be considered.

5) MINING OPERATION:

- a) The drilling, loading and transportation of the material is to be done mechanically only. No manual loading/un-loading will be permitted.
- b) The Contractor has to necessarily bring the drilling equipment's to our site first before mobilization of other equipment's so that after the completion of drilling, blasting is done for loading and transportation of blasted material.
- c) The limestone shall be un-loaded into the Crusher hopper only. The tipper driver shall move the tipper from the Crusher hopper only after it has been completely unloaded and the body of the tipper is completely brought down in its normal position to avoid dumping of material outside the Hopper which will affect the further placement and unloading of loaded tippers leading to idling of tipper at the crusher hopper to adversely affecting the progress of transportation of material.
- d) This will be the sole responsibility of the Contractor to clean clear and release the jamming of Crusher hopper and its surroundings either mechanically or manually as and when required.
- e) The Contractor shall maintain mines haul roads, and connecting road mines faces to Nadi via hilltop and cleaning the drainage, nalla and mines faces, benches and clean workable conditions. Any spillage / slides material shall be cleaned by the contractor mechanically by engaging dozer.
- f) Daily Dust suppression to be carried out by engaging Water Tanker (truck mounted).
- g) The contractors has to break the boulders using rock breaker generated after blasting if any.
- g) If the contractor fails to do any of the above work which will be done by CCI by engaging its equipment's/manpower and the charges will be deducted from the Contractor's running bills at the rate decided by CCI.
- h) The Contractor's operation shall be under supervision of Site In-charge duly authorized by the Contractor in writing. The Site In-charge shall remain always available at the site during the progress of work which will be carried out in general shift i.e., from 8.00 AM to 5.00 which may be increased to 6.0 am to 6.0 pm as per the requirement of Corporation. The Site In-

charge at the beginning of each shift shall take tippers, any other mobile equipment's and manpower inside the mine after such entry has been duly authorized by CCI Shift In-charge. The Site-in-charge shall ensure that all its equipment's are registered at the Main gate Security at the time of starting of work and at the time of leaving of equipment after completion of work.

- i) Contractor shall have separate crew of operation for different shift for each equipment.
- j) The Contractor's have required to supply the manpower for unload the explosive load vehicle at magazine whenever explosive comes from the supplier.

6) HEMM EQUIPMENT's :

- a) Loading equipment are to be Crawler mounted only with back-hoe attachment it should have heavy duty bucket, capacity of 1.5 m³ or above, like Hitachi- 200, 210/ 300, PC-210/ 300/ 300 etc.
- b) The deployment of equipment such as drilling machine, loading machine, dumper / tipper, Rock breaker etc., will commensurate with the quantity of work indicated to be completed on daily basis working.
- c) The equipment supplied by the Contractor should be in good working condition and safe in operation as per approved by DGMS.
- d) The Contractor should have their own maintenance facilities. Space outside the Mines shall be provided by Corporation on nominal chargeable basis as per corporation rule.
- e) The following statutory requirements laid by the DGMS shall be fulfilled/ complied.
- f) All equipment's/Machineries engaged in the mine shall be audited/inspected by a team consisting of Mine officials and Contractor's technical personnel for the insatiability be for engaging in the mine.
- g) The Contractor shall produce its tippers at Mine site office fortnightly for checking/inspection by competent person (In-charge HEMM) for brake, steering and lights. Other equipment's shall be checked at Mines face and entries will be made in bound page book.
- h) As per 'Code of Traffic Rules', the Contractor tippers shall not indulge in over speeding and shall not over-take any vehicle moving in front of it and shall maintain a minimum distance of 25 meters from the vehicle moving ahead of it.
- i) A copy of the 'Code of Traffic Rules ' shall be provided to the contractor before starting the work.
- j) Operators of machineries must possess valid driving/operating licenses.

7) MEASUREMENT OF WORK:

- i) Measurement of work/ quantity on basis of which payment will be released shall be as per weighment.
- ii) 100% weighment is to be carried out by CCI staff at mines electronic weighbridge for loaded trip and the tare weight of particular tippers shall be recorded once in a day, preferably the 1st trip will be considered for the day for tare weight.
- iii) Weighbridge should have automatic printing of weighment slip, incase weigh bridge of

contractor is under breakdown the number of tippers of the contractor carrying the load will be counted and weight will be fixed by taking average from last one month weighment average for each vehicle. No extra payment will be released for this.

- iv) Weighbridge to be operated by CCI staff only.
- v) Before starting the loading operation in First shift and Second shift tare weight is to be taken for all the vehicles which will be applicable for the particular shift of the day.

8) WEIGHBRIDGE INSTALATION :-

The successful tenderer shall install 01 nos. Portable pit less Electronic/Computerized weighbridge Adequate Capacity 80 MT & maintain along with all associated and other installations at his cost, risk & responsibilities for weighment as per requirement. In case the successful tenderer feels the need to change any of the items with their resources while operation, the changes/cost of the same will have to be borne by the successful tenderer without any degradation of the performance / weighment of the Weigh bridges including its compatibility with the existing system.

9) PENALTY:

The shortfall in month wise schedule of quantities shall be calculated quarterly. The contractor will pay penalty of Rs.1/- per MT (Rupees One only) of shortfall from quarterly quantity. If there is delay due to breakdown etc., of CCI machines or reasons due to CCI, the contractor will not be penalized to that extent.

10) PAYMENT:

Bills should be submitted to HOD (MINING), CCI- Rajban Cement Factory once in 15 days (fifteen days). Payment will be made normally within 15 days from the date of submission of bill, subject to submission of completed documents along-with bill. The GST and other allied statutory taxes are applicable from time to time till completion of contractual period. The contractor has to register with GST authorities and submit a copy of the same along with tender documents.

9.1 Equipment's To Be Deployed

Contractor shall bring all equipment's comprising set of equipment's on the day of starting the Work. Set of minimum equipment to be deployed by Contractor shall be as under. In case of splitting of tender quantity and machineries into two parties in **70:30** ratio the proportionate numbers of equipment's also spit between two parties in as per following table.

Sl. No.	Name Of Equipment	Quantity (Nos.)
01)	Loading equipment's i.e. Excavator with back hoe attachment; Bucket Capacity 1.5M ³ or above (type of equipment viz. PC-200 /210/ 300, L&T-200 /210/ 300, Hitachi-200 /210/ 300, Komatsu-200 /210/ 300 etc., or of bigger capacity) with Rock breaker	01
02)	Transport equipment's with 25 to 30MT capacity (tippers) as per approved by DGMS	08
03)	Drill Machine 4''-4½'' dia Crawler mounted wet drilling system as per approved by DGMS	01

04)	Matching compressor for above drill machine	01
05)	Dozer and JCB for feeding, face cleaning / road cleaning, preparation along with slides.	01
06)	Water Tanker mounted on truck (10 KL capacity)	01
07)	Electronic/Computerized weighbridge Pit less	Adequate Capacity 80 MT

Note:-In case of less number of machineries deployed in comparison to required quantity the proportionate penalty will be imposed as decided by the corporation.

9.2 All equipment's mentioned in the tender should be either owned by the tenderer or the tenderer must have the right of use (Leasing) of the same after award of contract. Documentary evidence such as Purchase bills/ registration etc. For ownership & for the capacity of the equipment's are to be enclosed with tender documents. If the tenderer is not in a position to submit the same, he should deposit Rs. 10 Lakhs in the form of DD or FDR in favour of CCI Rajban as security in lieu of non-submission of said documents. The Security deposit of Rs.10 lakhs shall be refunded on receipt of the agreement of the successful tenderer with the owner of the Vehicles along with the ownership documents. In case they fail to submit the documents within the mobilization period, this SD shall be forfeited. The Contractor should have their own maintenance facilities for which, space will be provided at the site by CCI.

- 9.1 The HEMM being deployed by the contractor should be good conditioned and not to be aged/out dated.
- 9.2 The HEMM being deployed for execution of the contractor should be maintained properly/thoroughly and daily checks as per norms/procedure to be made invariably.
- 9.3 Daily check register be maintained for the HEMM deployed by the Contractor and qualified Engineer (HEMM) be signed on day to day basis positively.
- 9.4 Periodical check report for the HEMM being deployed for execution of the contract be made from authorized service center/OEM and its report be submitted.
- 9.5 Employees working with Contractor should have the basic training on Mines Safety norms. They should also be required training from time to time as per statutory norms.
- 9.6 Employees working with contract should have required medical check up as per form "O" from Medical Officer as per statutory norms.
- 9.7 Operators engaged/appointed by the Contractor should have valid HMTV license holder and also required relevant valid insurance also. These are to be submitted before starting the work.
- 9.8 Contractor must issue identity card to his employees engaged for the execution of the contract. If they are not having the identify card they will not be allowed into the mines and treated as unauthorized persons. The same should be made under the supervision of Mines Manager or his authorized representatives.
- 9.9 All equipment's mentioned in the tender should be either owned by the tenderer or the tenderer must have the right of possession of the same. Documentary evidence for ownership/possession & for the capacity of the equipment's are to be enclosed with tender documents. If the tenderer does not submit the same, he/they should deposit Rs.10 lakhs in the form of RTGS as security in lieu of non- submission of said documents. The contractor should have their own maintenance facilities for which, space will be provided at the site by CCI Ltd, Rajban Cement Factory at Mines premises.
- 9.10 Successful tenderer have to submit required details regarding ownership of equipment before start of the work otherwise the security amount of Rs 10 Lakhs will be forfeited. On submission of required document the security deposit of Rs 10 Lakhs will be refunded within 15 days / adjusted in SD.

10. Mine Faces allotted to the contract or shall be cleared by engaging dozer by him.

11. OTHER COMMERCIAL TERMS AND CONDITIONS

- 1.0 CCI reserves the right to divide the work between two Contractors for speedy execution and the quantum of work to be allotted will be **70:30** ratio. Each contractor has to deploy separate set of equipment's as per clause 10.1 of part III (B).
 - 1.1 In case existing contractor fails to perform to the satisfaction of the Corporation, the Corporation may place adhoc order simultaneously or at any time during the period the contract with one or more tenderer(s) for such quantity and for such jobs as the Corporation deem fit at the risk and cost of the existing Contractor/ Contractors.
 - 1.2 Normally no price negotiation will be conducted. Tenderers are advised to quote most competitive rates. However, Corporation reserves the right to negotiation when quoted rate received on the higher side.
 - 1.3 The rates accepted shall remain firm during the tenure of this contract and no increase will be allowed on this account whatsoever it may be. However if any rates received are lower than the existing rate for the similar nature of work, the lesser rates are applicable to this contract also ,the same may kindly be noted by the contractor.
 - 1.4 In case of the due date of sale/submission/opening of tender falling on Government holiday(s),

the succeeding working day / date will be treated as due day/date automatically. However, the times will remain unchanged.

- 1.5 In case, if any accident takes place during operation/execution of contract at our premises either with HEMM or with manpower of contractor, all the relevant expenditure i.e, Survey, Compensation, TA, transportation charges, insurance liaison with concerned statutory authorities etc. will be on contractors account only, meaning thereby totally expenditure/responsible lies on the part of the contract.
- 1.6 Contractor is required to engage Foreman Certificate Holders (Restricted) in variably.
- 1.7 Shift supervisors /in-charge s should be Statutory Foreman certificate holders (Restricted). Related certificate copies to be submitted.

The place of Drilling, loading & unloading in the mine & estimated quantities will be as detailed below or as per the directions of CCI within the leads mentioned below:-

Item	Description	Estimated Qty (MT) for 02 years
1	Deep hole Drilling in limestone rocks with 4”-4½” dia crawler mounted drill machine with wet drilling system.	500000 MT
2	Loading of Limestone at various points, transportation for the followings leads and unloading/ disposing limestone only mechanically using self- unloading tippers at the end point.	
	0 MTR. To 500 MTR.	80000 MT
	501 MTR. To 1000 MTR.	25000 MT
	1001 MTR. To 1500 MTR.	6000 MT
	1501 MTR. To 2000 MTR.	6000 MT
	2001 MTR. To 2500 MTR.	6000 MT
	2501 MTR. To 3000 MTR.	6000 MT
	3001 MTR. To 3500 MTR.	6000 MT
	3501 MTR. To 4000 MTR.	180000 MT
	4001 MTR. To 4500 MTR.	160000 MT
	4501 MTR. To 5000 MTR.	25000 MT
	TOTAL→	
(i) Blasting will be done by CCI. (ii) The estimated quantity may vary (+/-) 25% (iii) Above mentioned place of loading/unloading of material can be changed by CCI restricted to the similar distance/leads. (iv) The quantities of leads can be changed by CCI as per the requirement/ circumstances. (v) Lead means the distance covered one side i.e., loading point to Crusher hopper, hence no payment will be made for return empty trip i.e. from crusher hopper to loading point.		

Signature of Tenderer

Cement Corporation of India Limited
(A Govt. of India Enterprises)
Rajban Cement Factory

PRICE BID

Item	Description	Estimated Qty. (For 02 Years) (Per MT)	Quoted Rate (Rs./ MT)	Quoted Rate (Rs./ MT)
			In numerals	In Words
(1)	Rate for Deep hole Drilling in limestone rocks with 4"-4½" dia crawler mounted drill machine with wet drilling system.	500000 MT	X	X
2(I)	Rate for Loading, Transportation and unloading/ disposing of limestone only mechanically using self- unloading tippers from lead (h) 3501 MTR. To 4000 MTR. to crusher hopper (Unloading Point)	As per Sr. no (h) of below mentioned table	Y	Y
2(II)	Subtraction / Additional Rate for transportation for Less / Extra lead distance of every 500 Mtr. or part there off from 3501 To 4000 Mtr in quoted rate of 2(I)	As per below mentioned table	Z	Z

The estimated quantity of Limestone for 02 years may be with variation (+/-) 25% is as mentioned below:

Sr. No.	Lead Distance from LS Crusher	QUANTITY (MT)
(a)	0 MTR. To 500 MTR.	80000 MT
(b)	501 MTR. To 1000 MTR.	25000 MT
(c)	1001 MTR. To 1500 MTR.	6000 MT
(d)	1501 MTR. To 2000 MTR.	6000 MT
(e)	2001 MTR. To 2500 MTR.	6000 MT
(f)	2501 MTR. To 3000 MTR.	6000 MT
(g)	3001 MTR. To 3500 MTR.	6000 MT
(h)	3501 MTR. To 4000 MTR.	180000 MT
(i)	4001 MTR. To 4500 MTR.	160000 MT
(j)	4501 MTR. To 5000 MTR.	25000 MT
	TOTAL QUANTITY :-	500000 MT

Note:-

- 1- In reference to item no-2(I) rate for Loading, Transportation and Unloading of limestone has to be quoted for lead 3501 Mtr to 4000 Mtr from crusher hopper (Unloading Point) and in item no-2(II) Limestone transportation rate has to be quoted for every 500 Mtr or part there off. Increase / decrease from rate quoted at 2(I).
- Rate for transportation for other leads above 4000 Mtr. will be calculated by adding the quoted rate in Item no-2(II) to item no-2(I) for every increase of 500 Mtr or part there off.
- Rate for transportation for other leads below 3501 will be calculated by subtracting the quoted rate in item no-2(II) from item no-2(I) for every decrease of 500 Mtr. or part there off.

1(a) In reference to Tender Part-III(b), Clause No- 1 to 11 should be considered.

2- The bidder has to quote only the Rate X,Y,Z in Rs. /Mt at Sr. No.1, 2(i) & 2 (II)

(b) L-1 shall be decided as per calculation which is mentioned below:

Item	Description	Estimated Qty. (For 02 Years) (Per MT)	Quoted Rate (Rs./ MT)	Amount in Rs.	
(1)	Rate for Deep hole Drilling in limestone rocks with 4"-4½" dia crawler mounted drill machine with wet drilling system.	500000 MT	X	500000 (x)	
2(I)	Rate for Loading & Transportation and unloading/ disposing of limestone only mechanically using self- unloading tippers from lead (3501 MTR. To 4000 MTR.) to crusher hopper (Unloading Point)	As per above mentioned table	Y	NA	
2(II)	Subtraction / Additional Rate for Transportation for Less/ Extra lead distance of every 500 Mtr. or part there off from 3501 To 4000 Mtr in quoted rate of 2(I)	As per above mentioned table	Z	NA	
2 (III)	Calculated Rates Based on 2(I) & 2(II)	0 MTR. To 500 MTR.	80000 MT	Y-7Z	80000 *(Y-7Z)
		501 MTR. To 1000 MTR.	25000 MT	Y-6Z	25000 (Y-6Z)
		1001 MTR. To 1500 MTR.	6000 MT	Y-5Z	6000 (Y-5Z)
		1501 MTR. To 2000 MTR.	6000 MT	Y-4Z	6000 (Y-4Z)
		2001 MTR. To 2500 MTR.	6000 MT	Y-3Z	6000 (Y-3Z)
		2501 MTR. To 3000 MTR.	6000 MT	Y-2Z	6000 (Y-2Z)
		3001 MTR. To 3500 MTR.	6000 MT	Y-Z	6000 (Y-Z)
		3501 MTR. To 4000 MTR.	180000 MT	Y	180000 (Y)
		4001 MTR. To 4500 MTR.	160000 MT	Y+Z	160000 (Y+Z)
		4501 MTR. To 5000 MTR.	25000 MT	Y+2Z	25000 (Y+2Z)
Grand Total=500000(x)+80000*(Y-7Z)+25000(Y-6Z)+6000(Y-5Z)+6000(Y-4Z)+6000(Y-3Z)+6000(Y-2Z)+6000(Y-Z)+180000+160000(Y+Z)+25000 (Y+2Z)					

N.B.:-

1. The L-1 bidder will be decided on the lowest "**Grand Total**" amount in above mentioned table i.e in totality for all items i.e Drilling, Loading & Transportation and Unloading for all leads will be considered for the award of work.
2. 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.

PLACE :

DATE :

SIGNATURE OF TENDERER

ADDRESS & SEAL

Format For Addl. Information To Be Furnished By The Tenderer

(Refer Part – III : Special Terms & Conditions)

1. Name of the firm :
2. Complete Postal address/Fax/Phone etc.:
Head Office/Corporate Office:
Factory. :
Other branches (incl. Delhi Office, if any.):
3. Whether Public Sector/Private Sector/ Joint Sector etc. :
4. Type of Organization : Proprietor/Partnership/Limited any other type.

In case of Proprietorship/Partnership

- i) Name of the Proprietors/Partners :
- ii) Whether business/Partnership is registered :
- iii) Date of Commencement of business. :
- iv) Status of Income-Tax assessment :
(Please attach copy of valid Income Tax clearance certificate).
- v) Name & Address of the Bankers :
(Please attach reference letter from your banker)

In case of Limited Liability Company or Company Limited by guarantees:

- i) Amount of Paid Up Capital :
- ii) Name of Directors :

iii) Date of Registration of Company:

iv) Copies of last three years audited balance sheets of company:
(Including Profit & Loss statement) to be enclosed.

v) Name & Address of the Bankers :
(Please attach reference letter from your Banker)

5. Present Orders on hand (details to be furnished as per Annexure 'C') :
(Photocopies or Orders/contracts to be attached).
6. Details of Foreign collection, if any :
(Please attach photocopies of collaboration agreement, if it is there)

7. FINANCIAL:

1.7.1 Investment of fixed assets of building, fitting Fixtures:

b) Investment on plant, machinery 7tools etc.

8. Are you on the approved list with any of the following for transportation work:

(Enclose Photocopies of Registration Certificates)

- Any Public Sector Undertakings :
- Cement Plants :
- Other reputed agency:

9. LIST OF ENCLOSURES

(Other Than The Annexures Provided In The Tender Documents) To Be Attached By Tenderers

	<u>Enclosed</u>	<u>Not Enclosed</u>
a) PAN CARD	-----	-----
b) Partnership Deed, if applicable	-----	-----
c) Copies of last three years audited Balance Sheets.	-----	-----
d) Photocopies of Performance Reports from the customers.	-----	-----
e) Annexure for Details of present orders in hand	-----	-----
f) Photocopies of foreign collaboration, if applicable.	-----	-----
g) Reference from the Bankers indicating Financial status of the Company	-----	-----
h) Copy of service tax Registration Certificate	-----	-----
i) Authorization Letter (In case of representative to participate in tender on behalf of the tenderer)		

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

Signature of Tenderer :

Name of the Signatory :

Designation :

Place :

Date :

Seal of the Company