



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5107944  
Dated/दिनांक : 29-06-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	15-07-2024 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	15-07-2024 16:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Heavy Industries And Public Enterprises
Department Name/विभाग का नाम	Department Of Heavy Industry
Organisation Name/संगठन का नाम	Cement Corporation Of India Limited (cci)
Office Name/कार्यालय का नाम	Rajban Cement Factory
Item Category/मद केटेगरी	Custom Bid for Services - Fire brick lining work breaking of coating in the kiln and castable work in different areas of kiln
Contract Period/अनुबंध अवधि	2 Year(s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days

**Bid Details/बिड विवरण**

<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है</b>	Yes

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	47000

**ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता	No
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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

account officer  
Rajban Cement Factory, Cement Corporation of India Limited (CCI),  
(Deepak Prakash)

**Splitting/विभाजन**

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

**MII Compliance/एमआईआई अनुपालन**

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and

"Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for % (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

**Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :**

price breakup - [1719654996.xlsx](#)

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Introduction about the project /services being proposed for procurement using custom bid functionality:**[1719653972.pdf](#)

**Instruction To Bidder:**[1719653977.pdf](#)

**Pre Qualification Criteria ( PQC ) etc if any required:**[1719653981.pdf](#)

**Scope of Work:**[1719653986.pdf](#)

**Payment Terms:**[1719653991.pdf](#)

**Penalties:**[1719654002.pdf](#)

**Quantifiable Specification / Standards of The Service/ BOQ:**[1719654008.pdf](#)

**Project Experience and Qualifying Criteria Requirement:**[1719654014.pdf](#)

**Educational Qualification including Profile of SME/Consultants /Professional Resources /Technical Resources if they are part of Project .:**[1719654020.pdf](#)

**GEM Availability Report ( GAR):**[1719654024.pdf](#)

**Buyer's Competent Authority Approval:**[1719654030.pdf](#)

**Any other Documents As per Specific Requirement of Buyer -1:**[1719654038.pdf](#)

**Any other Documents As per Specific Requirement of Buyer -2:**[1719654043.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1719654047.pdf](http://1719654047.pdf)

## Custom Bid For Services - Fire Brick Lining Work Breaking Of Coating In The Kiln And Castable Work In Different Areas Of Kiln ( 1 )

### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Fire brick lining work breaking of coating in the kiln and castable work in different areas of kiln
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)/एडऑन</b>	

### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Neelesh Kumar Tripathi	173029,Cement Corporation of India Ltd., Rajban Cement Factory,Distt. Sirmour(H.P.)	1	N/A

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

#### 1. Generic

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

#### 2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

CEMENT CORPORATION OF INDIA LTD

## **RAJBAN CEMENT FACTORY**

**E-Tenders** are invited for Fire brick lining work, breaking of coating in the kiln and castable work in different areas of kiln.

General terms and condition are available on [www.ccilttd.in](http://www.ccilttd.in) tenders General Terms and conditions (GTC) to be read and declaration to be submitted as annexure 9

**The tender documents comprise of following:-**

Annexure-9	On letter head of contractor duly sealed and signed
Annexure- 2	Integrity pact duly sealed and signed
Annexure-V	Part-III- Special terms & conditions
Annexure VI	Price Bid (Price schedule)
Eligibility criteria	1. Copy of PAN no. GST Registration, ESI registration/group insurance/ medical insurance
	2. Three years working experience in relevant field.

**ANNEXURE - 9**

DECLARATION LETTER OF HAVING READ AND UNDERSTOOD THE GTCTO BE  
UPLOADED DULLY FILLED, SIGNED AND STAMPED

Ref. No. of bidder: .....  
.....

Date:.....

We/I have read the Part - I (Instructions to tenderers), Part- II (General Terms & Conditions) Available on tender portal of [www.cci.ltd.in](http://www.cci.ltd.in) and Part- III (Special Terms & Conditions) & Part- IV (Technical Specifications) of NIT No. ....  
....and have understood them completely and accept. Our offer is in confirmation to all the terms and conditions of the tender including all corrigendum/ addendum, if any. Therefore the Part I, II, III, IV and Corrigendum / Addendum, if any, shall constitute the complete tender document. In the event of award of contract to us, the complete tender documents shall be considered for constitution of contract agreement.

We/I also confirm that no tampering is done with original tender documents. We understand that any tampering of tender documents will lead to rejection of our bid/ Action for disqualification in participation of Tenders in CCI.

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.

We/I also understand that in case of any wrong / mal practice / deviation / breach of contract is done by us / me, action for debaring can be taken against us / me by way of show cause notice, and appropriate action considering reply / no reply by us / me.

Yours faithfully,

Date:

Signature of Tenderer: \_\_\_\_\_

Name of the Signatory: \_\_\_\_\_

Designation: \_\_\_\_\_

Seal of the Company /Firm: \_\_\_\_\_

**Annexure-2**

INTEGRITY PACT

**Between Cement Corporation of India Limited (CCI) hereinafter referred to as "The Principal", and -----herein after referred to as "The Bidder/Contractor"**

**Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/s for -----The Principal value full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s). In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above. Section 1 - Commitments of the Principal

1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Principal will, during the tender process treat all Bidder(s) with equity and reason, The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The Principal will exclude from the process all known prejudiced persons. (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Section 2 - Commitments of the Bidder(s)/ contractor(s) :**

The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly; for purpose



ses of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any, Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers' shall be disclosed by the bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in 'Indian Rupees only.
- e)The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract
- f) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- g) Bidder(s)/Contractor(s) signing IP shall not approach the court while representing the matters to IEMs and he/she will await their decision in the matter.
- h) In case of a joint venture, all the partners of the joint ventures to signed the IP
- i) Any violation of Integrity Pact would entail disqualification of the Bidders and exclusion from future business dealings, as per the existing Provision of GFR, 2017, PC act, 1988 and other Financial Rules/Guidelines etc. as may be applicable to the origination concerned.
- j) In the event of any dispute between the management and the contractor relating to those contracts where integrity pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required the Organizations may adopt any mediation rule for this purpose. In case, the dispute remains unresolved even after mediation by the panel Of IEMs, the organizations may take further action as per the terms & Conditions of the contract.

### **Section 3-Disqualification from tender process and exclusion from future contracts :**

- (1) If the Bidders(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed for such reason.
- (2) If the Bidder/Contractor has committed a serious transgression through a violation of sector-2 such as to put his reliability or credibility into question, the principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors with the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (3) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

- (4) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

#### **Section 4 - Compensation for Damages :**

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal MM entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

#### **Section 5 -Previous transgression:**

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

#### **Section 6- Equal treatment of all Bidders/Contractors/Sub-contractors :**

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors the commitment consistent with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section-7- Criminal charges against violating bidder(s)/Contractor(s)/Subcontractors:**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

#### **Section 8 -Independent External Monitor/Monitors :**

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, CCI.

- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all tender documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (4) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the independent External Monitor shall give an opportunity to the Bidder/Contractor to present its case before making its recommendations to the Principal.
- (5) The Monitor will submit a written report to the Chairman, CCI within 5 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (6) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the CCI Board.
- (7) If the Monitor has reported to the Chairman CCI, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman, CCI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word 'Monitor/' would include both singular and plural.
- (9) Independent External Monitor shall be required to maintain confidentiality of the information acquired and gathered during their tenure/role as independent Monitor. Any breach in this regard would be subject to the legal judicial system of India.
- (10) Independent External Monitor(s) shall be required to furnish an Undertaking and disclose before taking any assignment that he/she has no interest in the matter or connected with the party (Bidder/Contractor) in any manner.

### **Section 9 — Pact duration :**

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract and for all other bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman of CCI.

### **Section 10 — Other provisions:**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
  
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
  
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For and on behalf of the Principal) (For and on behalf of Bidder/Contractor) (Office Seal) (Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1 :

Witness 2 :

(Name & Address) \_\_\_\_\_

(Name & Address) \_\_\_\_\_

**ANNEXURE: V**

**(PART III)**

**SPECIAL TERMS AND CONDITIONS OF THE CONTRACT**

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

**1. SCOPE OF WORK :**

- a) Shifting of Bricks for the brick lining from Store to inside Kiln for lining work.

- b) Brick lining work in the Kiln, Smoke box, Preheater cyclones and riser ducts etc.
- c) Castable work in the Kiln, cooler tube & preheater area wherever required.
- d) Fixing up of jack and its related jobs such as fixing of planks underneath the jackscrews etc., arrangement of carpenter shall be done by the contractor.
- e) Removal of coating, castable, brick lining from Kiln, Preheater, Cooler tube area etc.
- f) Cleaning of area after removal of coating, brick lining for brick lining.
- g) Arrangement and fixing of scaffoldings for the work wherever required.
- h) All the PPE and brick cutting blade will have to be arranged by the contractor.
- i) Brick lining work should be carried out @3RM/day failing which penalty @ Rs.1000/ per shift will be deducted from the bills.
- j) Contractor has to engage minimum 4 mason per shift to carry out the lining work. Additional masons have to be engaged if required to carry out the work at different place.

## **2. FACILITIES TO BE PROVIDED :**

- a) The Corporation will supply all type of fire bricks, castables, anchor etc
- b) Jacks, wooden planks for fixing jacks Jack baries.
- c) Lighting arrangement for the work.

## **3. ELIGIBILITY CRITERIA :**

- a) Tenderer should have PAN no. GST Registration, ESI registration/group insurance/ medical insurance .
- b) Tenderer should have three years experience in the similar type of work.

## **4. DURATION OF CONTRACT:**

The contract period will be initially for a period of two year. However, Corporation may extend it for one year on the same quantity at the same rates , terms & conditions.

- 5. The Corporation reserves the right to reject one/all or split or divide the work in one or more contractors without assigning any reasons thereof.

6. **SECURITY DEPOSIT:**

Security Deposit 5% shall be deposited in the form of FD/BG/DD by successful Tenderer within month from the date of award of LOI / Work order, which shall be paid to the contractor after three months of satisfactory completion of work. EMD amount will be adjusted towards Security Deposit for successful tenderer.

7. The masons/laborers /carpenter deployed on the above jobs shall be paid by the contractor as per the prevailing H.P. State Govt. rate for contract in our factory from time to time.
8. The contractor/his representative has to keep a contact with Engineer In-charge on day-to-day basis for planning of brick lining. Any lapse in this regard shall be seriously viewed and necessary penalty shall be imposed as per the discretion of the Management.
9. The rates quoted in the tender will remain firm during the contract period.
10. For any delay in brick lining on his part, the contractor shall be penalized at the rate of Rs.1000/- per shift or part thereof. There will be no penalty, if lining position is not given by CCI.
11. The contractor shall arrange tools and tackles on his own for performing all the jobs assigned.
12. Contractor shall ensure all the contractual worker entering the site wear PPE's (personal protect equipment) all the time during the working hours. PPE's will be provided to the workers free of cost by the contractor.
13. Generally, contractor will be informed well in advance to do the particular job. However, in urgency/emergency, he has to manage the labour/masons and get the work done as per requirement of the Corporation.
14. Contractor will himself or his responsible representative should remain present round the clock during working period.
15. The contractor to the laborers, to expedite the work, at his own cost, will provide tea, breakfast and meals.
16. **EARNEST MONEY DEPOSIT:-** An amount of Rs 47000/- as Earnest Money, to be paid through online mode only with Debit Card, Credit Card & NEFT/RTGS .SSI units registered with NSIC, MSME and Public Sector Undertakings are exempted from furnishing EMD only. The tenderer not accompanied with EMD will be liable for rejection.

17. The Corporation may terminate the contract any time without assigning any reason.
18. Contractor's representative should be available inside the factory on daily basis so that any problem arisen, these can be tackled immediately.
19. Statutory requirements such as labour records, payment sheets etc. are to be made available as and when required for inspection by the statutory authorities or CCI officials.
20. You are liable to adopt all measures for providing safety equipment for safe working of your workmen inside the factory and you will give adequate first aid to your workmen.
21. Contractor shall fulfil all obligations laid down under various labor laws such as Factory Act, Contract Labour (R&A) Act, Payment of Wages Act, Mining Wages Act, Workmen Compensation Act , EPF Act& ESI Act.
22. The workers engaged by the contractor shall follow all the orders, rules and regulations of CCI pertaining to discipline at work place or otherwise.
23. The contractor shall indemnify the Corporation for any loss or damage due to non-implementation of any of the provisions of various labor legislations applicable in respect of the laborers engaged by him.
24. The contractor shall observe all the statutory laws as on date or enacted from time to time and shall be liable for violation of any of the laws.
25. Contractor's workers, in case of emergency, will be allowed OPD treatment. The cost of the medicines shall be recovered from the bills of the contractor.
26. Before settlement of final payment, the contractor has to deposit all the statutory records, registers, payment sheets, payment of compensation for injuries, payment of compensation towards final payment to the laborer's and any other record by the Corporation within 7 days of completion/termination of the contract.
27. Any notice proposed to be taken by the contractor against the laborer's on account of misconduct/indiscipline or any other act will be initiated in consultation with the management.
28. The contractor shall not sublet the work without the written sanction of the Corporation.
29. All the disputes arising out or in any way shall be deemed to have arisen in



Rajban and only the Courts of Sirmour shall have jurisdiction.

30. In case of any dispute in regard to interpretation of any of the clause of the tender, the decision of the G.M. of C.C.I. Rajban will be final.

31. The contractor shall abide by the orders of the management issued from time to time in respect of entry, exit of laborer's records and any other information desired.

32. **PAYMENT TERMS:**

The payment will be made after completion of the work satisfactorily and submission of the bill. The bills are to be submitted on monthly basis and payment will be made within 15 days. Successful tenderer has to deposit cancelled cheque enabling us for the payment.

33. Normally there will not be any price negotiation tenderers and advice to quote minimum rates.

34. In the event of negotiation only downwards revision of rates will be allowed. Any change in techno commercial terms we agreed earlier will not be permitted at his stage. Any qualifying remarks in the price bid bills, revised/negotiations offer will not be entertained.

35. Contractor has to issue Employment card under CLRA ,act.

36. Workman age should be between 18-58 years

37. The contractor shall ensure that the contract workers deployed by him maintain discipline of the highest order and that they restrict themselves to their assigned work only. Any incidence of inappropriate behavior by any of the contract workers or any interference by them in the official/plant functioning shall be viewed seriously and may even lead to termination of contract.

38. Payment to the worker should not be less than minimum wages of HP govt.

39. CCI will not be responsible for any accident/ misshapen in the plant (during or beyond the duty hours in the premises of CCI or in course of discharge of their duties) or outside of your staff/worker. it will be sole responsibility of contractor

40. CCI will not be responsible for any dues to the worker during the contract period or even after.

HOD(P)

ANNEXURE- VI

CEMENT CORPORATION OF INDIA LIMITED  
RAJBAN CEMENT FACTORY

PRICE BID

Name of Works:- Fire brick lining work, breaking of coating in the kiln and castable work in different areas of kiln and coolers and Preheater section

S.No	Description of the item	Quantity (A)	UOM (B)	Rate (Rs.)/Unit (C)	Amount (Rs.) D=AxC
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1	<p>The job involve breaking of coating, removal of old brick lining and cleaning the area for new brick lining from inside the kiln to outside the kiln as per the instruction of In-charge. Laying of new lining with fire brick including fixing of keys, fixing of jacks and removal of jacks after brick lining. The rate shall include the removal of old bricks, coating and dust from inside the kiln to outside of the kiln and shifting of fire bricks from the platform or nearby area of the kiln to site of work. The jacks, planks and ballies will be supplied by the Corporation on returnable basis. The arrangement of the carpenter shall be done by the contractor.</p> <p>A) Lining work in different zones of the kiln in single lining.</p> <p>B) Lining work in cyclone and smoke box as per drawing.</p>	45 R.M	Rs/RM		
2	<p>Transportation of fire bricks/castable/mortar from Stores to kiln platform area and vice versa.</p> <p>A) By CCI Tractor Trolley.</p> <p>B) By contractors tractor trolley.</p>	391 MT 391 MT	Rs./MT Rs./MT		

3	<p>Segregation/storing of the used fire bricks taken out from old dismantled brick lining from coating or dust and stacking the broken/used bricks in a lead of 100-200 Mtrs. and shifting of balance dust or coating (after breaking ½” size in the case of coating) as directed by Engineer-In-charge within the factory premises. Representative of Production &amp; Civil will take the volumetric measurement.</p> <p>A) By CCI Tractor Trolley B) By contractor’s tractor trolley.</p>	700MT 700MT	Rs./MT Rs./ MT		
4	<p>Breaking of coating in the kiln in case when no brick lining in the desired area and only is to be broken when ring formation or abnormal forming of coating.</p> <p>A) Breaking of coating 30c.m. thickness. B) Breaking of coating above 30 c.m. thickness</p>	100 RM 100 RM	Rs/RM Rs/RM		
5	<p>A) Castable work at various places such as cooler tubes, elbows, spout areas etc as &amp; when required. B) Castable work in cyclone and smoke box</p>	100 MT 50MT	Rs./MT Rs./MT		
	Grand Total			Rs.	

Note: RM: Running meter, UOM : Unit of measurement

1. GST as applicable will be in addition to the rate quoted.

2. L-1 will be decided on overall basis (Grand Total).
3. In GeM portal total value of the contract including 18% GST will be loaded along with items by rates in separate sheet.

SIGNATURE OF TENDERER

3. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

**Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

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

13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

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

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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

**---Thank You/धन्यवाद---**