



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5096781
Dated/दिनांक : 26-06-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	17-07-2024 19:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	17-07-2024 19:30:00
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
Total Quantity/कुल मात्रा	40000
Item Category/मद केटेगरी	Annual contract for handling & work of coal & other raw materials from Jagadhari Railway siding to R
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	10 Lakh (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	Bidder Turnover,OEM Annual Turnover,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
RCM Applicable/लागू आरसीएम	Yes
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

Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

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

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 दस्तावेज़ 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

Splitting Applied	Yes
Maximum No. Of Bidders Amongst Which Order May Be Split	2
Split Criteria based on which quantity will be distributed	70:30

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	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. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
3. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .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.
4. 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 25% (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.

Section 9(3) Of GST/जीएसटी की धारा 9(3)।

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM , unregistered seller, seller registered under composition scheme)will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

Annual Contract For Handling & Work Of Coal & Other Raw Materials From Jagadhari Railway Siding To R (40000 metric tonne)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट	RCM Applicable/लागू आरसीएम	GST as per RCM/रिवर्स प्रभार के अनुसार जीएसटी	GST Cess 1 as per RCM/रिवर्स प्रभार के अनुसार जीएसटी उपकर 1	GST Cess 2 as per RCM	Optional RCM/वैकल्पिक रिवर्स प्रभार
NA	NA	Yes	5%	NA	NA	No

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Neelesh Kumar Tripathi	173029,Cement Corporation of India Ltd., Rajban Cement Factory,Distt. Sirmour(H.P.)	40000	365

Buyer added Bid Specific Additional Scope of Work

S.No./क्र.सं.	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
1	Annual contract for handling & work of coal & other raw materials from Jagadhari Railway siding to Rajban Cement Factory. View	Annual contract for handling & work of coal & other raw materials from Jagadhari Railway siding to Rajban Cement Factory.	Annual Contract For Handling & Work Of Coal & Other Raw Materials From Jagadhari Railway Siding To R(40000)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

CEMENT CORPORATION OF INDIA LTD

RAJBAN CEMENT FACTORY

E-Tender/Gem Custom Bid are invited for annual Contract for handling & work of coal & other raw materials from Jagadhari Railway siding to Rajban Cement Factory

General terms and condition are available on 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	The transporter must have a minimum turnover of about Rs.10 lakhs per annum on average for last two years.

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 -----hereinafter referred to as "The Bidder/Contractor"

Preamble:

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

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

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

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

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 purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address

ess 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, t

he 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) / Contactor(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 confidentially 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 :

(Name & Address) _____

Witness 2 :

(Name & Address) _____

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ANNEXURE- V

Part-III - Special Terms & Conditions

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Annual contract for handling & work of coal & other raw materials from Jagadhari Railway siding to Rajban Cement Factory.

In addition to the general terms & conditions of the tender under part-1 &ii, the following special terms & conditions will also apply to the contract. Special conditions if contradictory to any conditions given in part-i & ii, shall prevail upon such conditions.

1.0 SCOPE OF WORK

- 1.1 The contractor shall undertake to transport the coal & other raw materials as per instructions and delivery program/instruction given by the concerned authority of the Rajban Cement factory from time to time, or as and when the need arises.
- 1.2 The contractor shall provide promptly adequate number of trucks to affect

delivery of coal & other raw materials.

- 1.3 Work for handling & transportation of various raw materials such as coal, gypsum etc from our railway siding Jagadhari to Rajban Unit. The handling & transportation work shall include the following functions:
 - a) Unloading from the wagons at Jagadhari railway siding.
 - b) Loading into trucks at Jagadhari & transportation up to Rajban.
 - c) Demurrage, if incurred, is to be on contractor's account.
- 1.4 In case of Coal / Gypsum rake of approx. 3894 MT received at CCI siding, the entire quantity of the rake should be transported within 12 days to CCI Ltd. Rajban Cement Factory otherwise penalty shall be incorporated as per clause No. 5.6 of part III special terms & conditions.
- 1.5 No transshipment shall be done en-route, except in case of any break down.

2.0 **QUANTITY**

- 2.1 The approx. quantity of coal & Gypsum to be handled during the year will be 40000 MT \pm 20% i.e. on an average of 3894 MT per month coal & approx. 12000 MT per annum of other materials such as gypsum etc. Corporation reserves the right, in the interest of the plant, to divide the work
- 2.2 The quantity given is only indicative which may vary \pm 20% and the quantities depend on the actual requirement during the period of contract. The contractor shall not be entitled to have any claim or compensation whatsoever on this account.
- 2.3 The Corporation reserves the right to transport the material i.e. coal etc in the truck owned /hired by CCI, if deemed necessary or to arrange other means of transport in case of urgency at its discretion. The Corporation reserves its right to claim compensation for losses suffered if any in this connection.
- 2.4 The approx. quantity of coal and gypsum is 40000 MT \pm 20%. However, the corporation reserves the right to divide the quantities between L-1, and L-2 tenderers in the ratio of 70:30, if L-2 tenderer match the L-1 rates. In case L-2 tenderers do not match the L-1 rates, option will be given to other tenderers starting from L-3, L-4...., to match L-1 rates and accordingly quantities will be divided in the ratio of 70:30 between L-1 tenderer and the tenderer who match the L-1 rates. If L-2/L-3/L-4.... tenderer do not match the L-1 rates, full quantity will be awarded to L-1 tenderer.

3.0 **RATES**

- 3.1 The rates quoted shall remain firm for a period of one year & also for the extension, if any during the contract period. No escalation/de-escalation shall be admissible in any case whatsoever, except in the event of price vari

ation of diesel. In case of variation of diesel price ,for every 10 paise per liter variation , from the last date of submission of tender, 0.33 paise per KM /PMT shall be varied in rate as per following formula (0.33 paisa/KM per MT* distance in KM* variation in diesel rate (Rs./ltr)/(10paise/ltr). The distance will be taken 71 Km only one-way for this purpose. The diesel rate of 1st day of every month will be applicable for whole month for calculation purpose.

- 3.2 No revision in the rates tendered will be permitted during the period or extended period of the contract, if any, on any account what so ever.
- 3.3 The rates should be quoted for handling & transportation of raw materials like coal, gypsum etc. from Jagadhari railway siding to Rajban cement factory on per MT basis.
- 3.4 No detention or statistical charges shall be paid by the corporation.
- 3.5 Rates quoted should be inclusive of AGT charged by HP government , any other taxes and all en-route expenses.

4.0 **SECURITY DEPOSIT**

Security Deposit of Rs.5.00 lakhs shall be submitted by the successful tenderers by way of DD/BG in favour of CCI in our prescribed formats within 15 days from issue of letter of intent.

5.0 **PENALTY**

- 5.1 The contractor shall ensure delivery of the material entrusted to him for transportation to the consignee in right quantity and as per the conditions and quality handed over to him and shall be wholly responsible for any damage, deterioration of shortages due to any reasons whatsoever.
- 5.2 The recovery for any damage, deterioration or shortage shall be made at the prevailing market rates or invoice value whichever is higher including terms and duties plus 10% extra towards incidental charges.
- 5.3 In case the shortage in delivery or non-delivery of the material handed over for transportation found to be due to any malafide intention on the part of the contractor or his representatives, the recovery shall be at double rates indicated in sub-para 5.2. This recovery shall be without prejudice to any other remedies available to the Corporation under law.
- 5.4 The decision of the Corporation in assessing damage/loss shall be final and binding on the contractor. The Corporation will, however, not be bound to prove that it has suffered the loss to the extent of penalty levied.
- 5.5 Trucks are to be placed for loading within a maximum period of 24 hours from receipt of instructions from the concerned department either on phone or in writing, failing which CCI reserves the right to levy a further penalty of Rs.50/- per day per truck non-placement of trucks.
- 5.6 The penalty for shortfall in transportation shall be Rs.10/- PMT. For the purpose of calculating the penalty following procedure has be followed:

- a) No penalty if the entire rake of around 3894 MT is transported within 12 days of receipt at railway siding.
- b) If the entire rake of around 3894 MT is not transported within 12 days of receipt at railway siding, the penalty will be levied on the balance quantity left over after 12 days of the period allowed.
- c) For the purpose of calculation of penalty the date of unloading at Jagadhari siding will be omitted considering the unloading period.
- d) The maximum penalty shall be restricted to 5% value of transportation bills.
- e) In case of overlapping of two rakes, i.e. two rakes received simultaneously or the other rake received before the lifting of material of previous rake, the time period allowed for these rakes shall be considered as combined period for these two rakes.

5.7 Any shortfall quantity left over at CCI railway siding, Jagadhari at the end of contract period or its extension, shall have to be transported by contract or in subsequent period, even after contract period is over, at the same rates, terms & conditions.

5.8

5.8.1 Any damage to the siding/ railway track during unloading/loading due to negligence of the contractor will be recovered from the contractor in actual, as charged by the railway for its repair.

5.8.2 If the placement of the rake will be delayed due to non-clearing of track/damage of track as stated in clause 5.8.1 will also be on the part of contractor and recovery will be made in actual.

6.0 **TAXES & DUTIES:-**

6.1 The contractors shall be responsible to obtain octroi exemption at transit points for which necessary declaration shall be furnished by CCI or its authorized agent. However, for such items where octroi exemption is not granted as a rule, the payment of octroi shall be made by contractor. The reimbursement of the same to the contractor shall be made by the corporation to the extent it is permissible after verifying that the octroi is actually been paid.

6.2 All the required formalities for transportation from CCI siding Jagadhari to CCI Rajban factory will have to be arranged by the Transporter .

7.0 **TURNOVER**

The transporter must have a minimum turnover of about Rs.10 lakhs per annum on average for last two years.

8.0 **SUBMISSION OF BILLS:**

The contractor shall submit fortnightly bills, complete in all respects supported by copies of the delivery receipt for payment of their bills by the Rajban Cement Factory.

9.0 **REFUND OF SECURITY DEPOSIT:**

Security deposit of the contractor will be refunded within six months from the date of satisfactory completion of contract.

10.0 **DURATION OF CONTRACT**

The contract shall be normally remain in force for a period of one year. However time period of the contract may be extended suitably to complete the balance ordered quantity, if required. A repeat order for the same quantity, rates, period, terms and conditions can be on the sole discretion of the corporation.

11.0 **PAYMENT**

11.1 Payment shall be made on line in favour of contractor within 15 days of submission of bills complete in all respects.

11.2 For payment purpose the coal or other material shall be weighed at the weigh bridge of CCI Rajban & challan weight of the Yamunanagar, the lower weight between two weights will be final for regularization of payment. However, recoveries if any shall be calculated for shortfall / extra quantity on bimonthly basis.

12.0 **SHORT CLOSURE OF CONTRACT:**

CCI reserves the right to short close the contract at any stage without assigning any reason thereof. However, CCI shall give one month notice for the same. No compensation whatsoever on any account shall be paid by CCI in the event of short closure of contract.

13. EARNEST MONEY DEPOSIT:- An amount of Rs 200000/- as Earnest Money, to be paid through online mode only with Debit Card, Credit Card & N EFT/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

HOD (Production)

PRICE - BID

S.No	Description of the item.	Qty.	App. Distance	Rate (Rs./PMT) (a)
01	Handling and transportation of coal, gypsum and other raw materials from wagons within Railway free time at CCI Rly. Siding, Jagadhari and reloading into trucks at CCI Siding, Jagadhari , transportation to CCI Rajban unit	40000 MT ± 20 %)	71 Kms.	

1 Rates should be inclusive of AGT charged by HP Govt., any other taxes and all en-route expenses. No extra payment will be made.

2. Rate should be quoted for transportation (S.No. 1) excluding GST as applicable time to time.

3. Total rate including GST@18% to be quoted on GeM .i.e. 40000MT × Rate Rs/MT×1.18

Signature of Tenderer

Name & address with seal

& Date

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.

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 also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

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---