



Bid Number/बोली क्रमांक (बिड संख्या):

GEM/2024/B/5436816

Dated/दिनांक : 25-09-2024

**Bid Document/ बिड दस्तावेज़**

<b>Bid Details/बिड विवरण</b>	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	05-10-2024 17:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	05-10-2024 17:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	90 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Heavy Industries And Public Enterprises
<b>Department Name/विभाग का नाम</b>	Department Of Heavy Industry
<b>Organisation Name/संगठन का नाम</b>	Cement Corporation Of India Limited (cci)
<b>Office Name/कार्यालय का नाम</b>	Rajban Cement Factory
<b>Total Quantity/कुल मात्रा</b>	5000
<b>Item Category/मद केटेगरी</b>	supply & transportation 5000MT± 25% of dry Fly ash from HPGCL Yamunanagar to Rajban Cement Factory by
<b>GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS</b>	supply & transportation 5000MT±25% of dry Fly ash from HPGCL Yamunanagar to Rajban Cement Factory by Road.
<b>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</b>	Category not available on GeM for the text string uploaded by the buyer
<b>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</b>	• Portland - Pozzolana Cement (Fly Ash Based) for Bulk Buying as per IS 1489 (Part 1)
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है</b>	Yes
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	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
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	No
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No

**Bid Details/बिड विवरण**

<b>RCM Applicable/लागू आरसीएम</b>	Yes
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	111500

**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 कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी 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
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### 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. 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.
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 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.
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.

**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.

**Supply & Transportation 5000MT± 25% Of Dry Fly Ash From HPGCL Yamunanagar To Rajban Cement Factory By ( 5000 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	<a href="#">Download</a>
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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.)	5000	180

**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
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S.No.क्र.सं	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
1	supply & transportation 5000MT±25% of dry Fly ash from HPGCL Yamunanagar to Rajban Cement Factory by Road <a href="#">View</a>	supply & transportation 5000MT±25% of dry Fly ash from HPGCL Yamunanagar to Rajban Cement Factory by Road	Supply & Transportation 5000MT± 25% Of Dry Fly Ash From HPGCL Yamunanagar To Rajban Cement Factory By(5000)

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

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 - 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/ addend

um, 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 debarring 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 p



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 IP C/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly; for purpose s 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 th

e 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 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 Contr

actor 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) \_\_\_\_\_

CEMENT CORPORATION OF INDIA LTD. RAJBAN

**Tender No: RCF/Prod/DFA YNR /24-25/**

**PART - III : SPECIAL TERMS & CONDITIONS**

**tender for the contract for supply & transportation 5000MT±25% of dry Fly ash from HPGCL Yamunanagar to Rajban Cement Factory by Road.**

In addition to the general terms and conditions of the tender viz part I, II, and III the following special terms and conditions will also apply to the contract. The terms & conditions if contradictory to any one given in part I, II & III the special terms and conditions shall prevail upon such conditions.

## **1.0 SCOPE OF WORK:-**

- 1.1 The contractor shall undertake the supply of dry fly ash as per instructions given by the concerned authority of Rajban Cement Factory and is to be taken up immediately.
- 1.2 Arrangement of material (Dry fly ash), loading at HPGCL in suitable vehicles, transportation up to CCI Rajban will be in the scope of successful tenderer and unloading inside the factory at proper place will be in the scope of will be in the scope of CCI, Rajban.
- 1.3 The supplier shall provide bulker as per delivery schedule/ instructions by production department for 5000MT $\pm$ 25% Dry Fly Ash.
- 1.4 The supplier of fly ash from HPGCL Yamunanagar to CCI Rajban Cement Factory which is situated at a distance of 10KM from Paonta Sahib, Distt. Sirmour (H.P.) and Paonta Sahib is situated 71KM from Yamunanagar.
- 1.5 No transshipment shall be done en-route, except in case of any breakdown for which transporter has to take specific permission from CCI authorities.
- 1.6 Any damage claim by HPGCL due to the supplier/contractor or his vehicle will be liability of supplier.

## **2.0 QUANTITY:-**

- 2.1 The quantity of fly ash to be supplied is 5000 MT $\pm$ 25% Dry Fly Ash from HPGCL Yamunanagar.
- 2.2 The quantity given is only indicative may vary  $\pm$ 25%. 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 fly ash in the truck/tanker/ containers 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 carry the supply through other agency /contractor on the risk and cost of the supplier.

## **3.0 QUALITY:-**

- a) Material should be as per IS: 3812 part-I
- b) Moisture maximum 2%, if the moisture found more than specified payment will be deducted on prorated basis on landed cost of material.

## **4.0 RATES :-**

- 4.1 The rates should be quoted on per MT basis after considering the scope given under clause no.1.0 (scope of work) and inclusive of all taxes

s , duties and other levies such as toll taxes etc. applicable en-route up to Rajban cement factory except GST on the transportation of material. However the AGT levied by H.P. Govt. will be reimbursed by the corporation after verifying the same.

4.2 The rates should be quoted for above scope of work (clause -1) of the part-III Special terms and conditions for the supplier of dry fly ash from HPGCL Yamunanagar to Rajban cement Factory on per MT basis.

4.3 No detention or statistical charges shall be paid by the corporation.

4.4 The rates quoted shall remain firm for a period of one year & also for the extended period of contract, if any during the contract period.

4.5 In the event of negotiation only downward revision of rates will be allowed any change in techno commercial terms are agreed earlier will not be permitted at this stage. Any qualifying remarks in the price bid, revised/negotiated offer will not be entertained.

4.6 No escalation/de-escalation shall be admissible in any case whatsoever, except in the event of price variation of diesel. In case of variation of diesel price, for every 10 paisa per liter variation, from the last date of submission of tender, 0.33 paisa per km / MT shall be varied in rate as per following formula [**0.33 paisa per km per MT\* distance in KM\*variation in diesel rate (₹/ltr) /10paisa/ltr**]. The distance will be taken 71 Km only one-way for this purpose.

4.7 The approx. quantity of dry fly ash to be supplied is **5000 MT±25%**. 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.

## **5.0 WEIGHMENT :-**

**Lowest of the two weight recorded (At HPGCL YNR and Rajban) will be**

**taken for the payment purpose.**

## **6.0 PENALTY:-**

6.1 The contractor shall ensure that the material is delivered within a maximum period of one day (24 hours) from the date of loading / taking delivery. In

case of any delay, the penalty @₹ 100/- per day per vehicle will be levied from the contractors' bill.

6.2 The supplier is required to place sufficient no. of bulkers for supply of dry fly ash as per the delivery schedule / instructions from Rajban Production department.

6.3 LD will be imposed for short supply @ 0.5% per fortnight subject to maximum 5% value of the contract.

## **7.0 TAXES & DUTIES:-**

The contractors shall be responsible to obtain toll tax exemption at transit points for which necessary declaration shall be furnished by CCI or its authorized agent. However, for such items where toll tax exemption is not granted as a rule, the payment of toll tax shall be made by the contractor. However, any tax levied on goods like AGT levied by HP Govt. will be paid by the transporter and the reimbursement of the same to the contractor shall be made by the corporation against proof that has actually been paid.

## **8.0 SUBMISSION OF BILLS:-**

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

8.2 No bill will be entertained unless the contractor submits acknowledgment of the material delivered signed by the consignees in respect of each and every consignment, duly indicating the GP No. date of delivery and certifying that the material has been received in good condition and in full quantity.

## **9.0 DURATION OF THE CONTRACT:-**

The contract shall remain in force for a period of six months from the date of award of work order and may be extended for another six months on the same rates terms and conditions for the same quantity on mutual consent of the party/parties. The contract validity period shall be extended suitably to complete the outstanding quantity against the indent/work order placed, if required.

## **10.0 PAYMENT TERMS:-**

Payment will be made within 15 days by RTGS/NEFT after receipt of material subject to submission of the relevant bills by the party along with the relevant documents after relevant deductions /any tax as per Govt. rules.

## **11.0 SHORT CLOSURE OF THE CONTRACT:-**

CCI reserves the right to short close the contract at any stage without assigning any reason thereof. However, CCI shall give 3 days' notice for the same. No compensation whatsoever on any account shall be paid by CCI in the event of short closure of the contract.



## **12.0 SECURITY DEPOSIT :-**

Security deposit @ 5% of the value of the contract should be deposited within 15 days after award of LOI / Work order in the form of BG/DD/FDR from any Government/Nationalized bank.

**13.0 E-way bill if required during transportation will be arranged by the supplier.**

## **14.0 EMD:-**

**₹ 111500/- (Rupees one lakh eleven thousands five hundred only)** 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.

## **15.0 ELIGIBILITY CRITERIA:**

**15.1** Supplier should have GST no and PAN card.

**15.2** The supplier should possess suitable vehicles for transportation of Dry Fly Ash in good running condition for which necessary documentary evidences such as photo copies of the RC books and Regn. No. of the vehicles may be furnished along with the techno-commercial bid of the tender. In case the vehicles are hired, the certificates from the concerned will be required.

## **16.0 LABOUR LAWS:-**

Contractor should follow all the safety and labour laws as applicable in the CCI Rajban & HPGCL Yamuna Nagar premises. Any damage claim by HPGCL/CCI due to the transporter or his vehicle/bulkers will be the liability of supplier.

**17.0** In case disinvestments takes place during the contract period, the contract shall stand terminated from that date. No claim or compensation will be entertained on this ground from contractor.

**18.0** Unloading time in normal case will be 6:00 AM to 8:00 PM.

All the terms & conditions are accepted to me.

**HOD(P)**

**CEMENT CORPORATION OF INDIA LIMITED**  
**(A Govt. of India Enterprise)**  
**RAJBAN CEMENT FACTORY**

**Sub: Contract of Supply & Transportation of 5000MT Dry Fly Ash from DCRTPP, HPGCL Yamunanagar to Rajban Cement Factory by Road.**

S.No	Description of work	Quantity
1	Contract for supply & transportation of Dry Fly Ash from HPGCL Yamunanagar to Rajban Cement Factory by Road including all taxes, en-route expenses as per scope of work, clause 1 of Part-III, Special Terms and conditions	5000 MT ±25%

GST as applicable will be additional. The rate shall be quoted only on GEM portal.

Signature and seal of the supplier

**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---