# CEMENT CORPORATION OF INDIA LIMITED TANDUR CEMENT FACTORY P.O. CCI TANDUR - 501 158, VIKARABAD (TELANGANA) CIN No. U74899DLI965GOI004322

E-Mail: ccitdomech@rediffmail.com Website: www.cciltd.in

NIT NO.: TCF/CE/2024-25/05 Date: 04.02.2025

### NOTICE INVITING E-TENDER (Only through e-procurement)

1.0 Online electronic bids through Electronic Tendering System (ETS) are invited from interested adequate experienced parties for Tender of "Maintenance of CCI Private Railway Siding from '0' KM i.e., take off point at Tandur Main line to CCI factory site & yard lines (Total length Approx 19 kms) including manning of Belkatur Railway gate"

The tender should meet the eligibility criteria as stated in the tender for qualifying the Techno Commercial Bid. The Complete set of tender documents is available on websites <a href="www.cciltd.in">www.cciltd.in</a>, <a href="mailto:etenders.gov.in/eprocure/app">etenders.gov.in/eprocure/app</a> (CPP Portal).

E-TENDER NO.	TCF/CE/2024-25/05
MODE OF TENDER	e-Procurement System Open e-tender (Online Two Bid) through <u>etenders.gov.in/eprocure/app</u> , (CPP Portal)
Date of NIT available to parties to download	From 04.02.2025 (17.00 hrs.) Till 10.02.2025 (14.30 hrs.)
Earnest Money Deposit	NIL
Last date of submission of EMD, valid NSIC/MSME certificate and other documents required as per tender terms & conditions under covering letter	10.02.2025 (15:00 hrs.)
Date of starting of e-tender for submission of on line Techno-Commercial Bid and Price Bid at <a href="https://www.etenders.gov.in/eprocure/app">www.etenders.gov.in/eprocure/app</a>	From 04.02.2025 (17.00 hrs.) Till 10.02.2025 (14.30 hrs.)
Date & time of opening of Part-A ( Techno- Commercial Bid)	11.02.2025 at 15.30 hrs.
Date of opening of Part-B ( Price bid )shall be informed separately	To be communicated separately.
Validity of bids	120 days from the date of the techno- commercial bid opening.

#### **SCHEDULE OF MATERIAL: -**

NIT No.	Description of the item	
TCF/CE/2024-25/05	Tender for Maintenance of CCI Private Railway Siding from '0' KM i.e., take off point at Tandur Main line to CCI factory site & yard lines( Total length Approx 19 kms) including manning of Belkatur Railway gate.	

- 1) Only those tenders will be considered who fulfill the terms & conditions mentioned in the tender documents.
- 2) Only those tenders shall be considered who deposit the earnest money by due date.
- 3) The price- bid should submit as per CCI price bid format otherwise the tender is liable for rejection.

#### **List of Annexure**

The tender documents comprise of the following:-

Part I	Instructions to tenderers
Part II	General terms & conditions
Annexure −1 to 9	Download from CCI website <u>www.cciltd.in</u> . Must be submitted by tenderer duly filled & signed.
Annexure – X	Important Instructions to bidders
Annexure- XI	Part-III: Special Terms & Conditions
Annexure- XII	Techno Commercial Bid
Annexure - XIII	Price Bid Performa (Price schedule) to be submitted by tenderer duly filled & signed.

Please read the Part – I (Instructions to tenderers), Part- II (General Terms & Conditions) available on tender portal of www.cci.ltd.in and Part- III (Special Terms & Conditions) & Part- IV (Technical specifications) of this tender and submit Declaration letter (Annexure-9) duly signed and stamped in letter head of having read and understood the GTC.

#### **IMPORTANT INSTRUCTIONS TO BIDDERS**

This is an e-tender event of Cement Corporation of India. The e-tender service provider is NIC-CPP

You are requested to read the Tender Terms & Conditions of this tender before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

#### 01) Process of E-Tender:

Registration: Process involves vendor's registration with NIC –CPP e-procurement portal. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. Antares Systems Ltd is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature). The

### SPECIAL NOTE: THE PRICE BID AND THE TECHNO-COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.etenders.gov.in/eprocure/app

Vendors are required to register themselves online with <a href="https://www.etenders.gov.in/eprocure/app">www.etenders.gov.in/eprocure/app</a> → 'Register Me' link. Filling up details and creating own user id and password → Submit.

Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

In case of any clarification, please contact CCI/NIC-CPPP portal, (before the scheduled time of the e- tender).

#### **Contact person (Cement Corporation of India):**

Name	Email	Mobile
P.C Agarwal, SM (MECH.)	ccitdomech@rediffmail.com	8712620450
P.Prabaharan, AGM (MM)	mm_tdo@cciltd.in	7799938023
P.Karthik M (Mech)	ccitdomech@rediffmail.com	8712620452

- A) Help desk NIC-CPP portal (E-commerce): 8077213001
- **B) System Requirement:**Windows 8,10 Professional Operating System, Internet Browser-9,10 &11. Signing type Class 3 digital signature Java JRE 6 and above

THE VENDORS ARE ADVISED TO GO THROUGH THE Help Manual LINK AT etenders.gov.in/eprocure/app FOR GENERAL GUIDANCE ABOUT TENDER PROCESS

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

#### NOTE:

The Tenderers are advised to offer their lowest possible rates taking into account the prevailing market conditions. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However, if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.

- O3) All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
- O4) In case of failure to access the payment towards non-refundable fees for any reason, the vender, in term, will not have the access to on line e-tender and no correspondence in this respect will be entertained and CCI will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of non-refundable fees through separate DD well in advance and verify completion of transaction in respect of non-refundable fees.

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

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

All notices/corrigendum and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by CCI. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with Tender wizard (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).

06)	The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.		
07)	E-tender cannot be accessed after the due date and time mentioned in NIT.		
08)	Bidding in e-tender:		
	a) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.		
	<b>b)</b> Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.		
	c) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.		
	d) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.		
09)	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.		
10)	No deviation to the technical and commercial terms & conditions are allowed.		
11)	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature		
12)	CCI has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.		
13)	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <a href="www.etenders.gov.in/eprocure/app">www.etenders.gov.in/eprocure/app</a>		
14)	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.		
15)	The bid will be evaluated based on the filled-in technical & commercial formats.		
16)	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, punitive action including suspension and banning of business can also be taken against defaulting bidders.		
17)	Bidders are requested to read the vendor guide in the page <a href="https://www.etenders.gov.in/eprocure/app">www.etenders.gov.in/eprocure/app</a> to familiarize themselves with the system before bidding.		

### CEMENT CORPORATION OF INDIA LTD. (A Government of India Enterprise)

PART - III

SPECIAL TERMS AND CONDITIONS FOR TENDER FOR MAINTENANCE OF CCI PRIVATE RAILWAY SIDING FROM '0' KM I.E., TAKE OFF POINT AT TANDUR MAIN LINE TO CCI FACTORY SITE & YARD LINES (Total length approx 19 kms) INCLUDING MANNING OF BELKATUR RAILWAY GATE.

This tender contains Part-I, Part-II General terms, and Part-III special terms and conditions and price bid. All these documents are to be submitted duly signed and stamped by the tenderer. Please visit our website <a href="www.cciltd.in">www.cciltd.in</a> for Covering letter, Part-I - Instruction to tenderers, Part-II - General terms & conditions, Integrity pact, all formats and submit the same along with Annexure -9, duly filled & signed along with the tender.

In addition to the General terms and conditions of the tender Part-I and Part-II the following special terms and conditions also apply to the contract. These special terms and conditions if contradictory to any of the conditions given in Part-I and Part-II shall prevail upon the conditions given therein.

All other terms as per clause 2 of Part-I General terms and conditions for submission of tenders shall be followed.

#### **INTRODUCTION / CCI RAILWAY SIDING DETAILS:**

The private Railway siding of CCI-Tandur Cement Factory take off point at KM 68/11-12 between Tandur and Manthatti station on Secunderabad – Wadi section, South Central Railway. The siding comprises of straight track length of 11.60 KMs. (approx.) and there are 06 (six) yard lines which comes to 7.24 KMs (Track KMs approx). There are 18 Points and crossings, 27 Culverts / Bridges, One manned level crossing and 04 un-manned level crossings in the siding. 0 km – 10 km is called common siding of CCI. CCI gave Rail connectivity to four cement factories from CCI common siding i.e,(1)M/s ICL Malkapur (2) M/s Kalburigi Cement Pvt. Ltd.Chatrasal, Tq, Sedam, Dist. Kalburigi, Karnataka (3) M/s Penna Cement Industries Ltd. Belkatur, Mdl. Tandur, Dist. Vikarabad, Telangana (4) M/s Chettinad Cement Corporation Ltd. Kallur, Tq. Chincholi, Dist. Kalburigi, Karanataka.

1.0) Eligibility Criteria: (Not Necessary)

1) Average annual financial turn over during last three years ending 31st March of previous financial year should be Rs. 4.35 Lakhs

Experience of having successfully completed similar works during last seven years ending last day of month previous to the one in which applications are invited should be either of the following:

a) Three similar completed works costing not less than Rs. 5.80 Lakhs.

or

b) Two similar completed works costing not less than Rs. 7.25 Lakhs

or

- c) One similar completed work costing not less than Rs. 11.6 Lakhs or more
- Party has to submit WO copies of similar work i.e maintenance of Railway track/siding.
- **2.0)** Site visit: Party has to visit the CCI Railway Siding to assess the work before submitting the offer.

#### 3.0) SCOPE OF WORK:

Maintenance of the CCI Private Railway Track including Points and crossings and manning of Belkatur Railway gate as per standard prescribed for Private Siding on Indian Railway. The detailed scope of work is as follows:

- 01) Contractor is deemed to be aware of the site conditions before quoting the rates.
- Tools and Tackles to this work as per clause (15) & (16) of this special terms and conditions to be provided by the contractor.
- O3) Packing of Railway Track to maintain longitudinal and cross level as per the Railway specifications and safe running of rolling stock.
- 04) Correction of Track Gauge as and when necessary.
- 05) Examination of Rails, Sleepers and fastening, squaring of sleepers, alignment and leveling of track, screening of ballast including throwing muck as and when required.
- 06) Creep adjusting as per the Indian Railways permanent way manual (para 242 of IRPWM).
- 07) Local adjustment of curves ( not amounting to re-alignment of curves)
- 08) Daily patrolling, Inspection and attention by key man to entire length of track.
- 09) P-way track fitness certificate by concerned Railway P.W.I of Railway should be submitted by the contractor periodically (Quarterly)
- 10) Replacement of Old / Worn out Rails and un-serviceable sleepers and fittings including drilling holes, cutting of rails as and when required. Rails, Sleepers (any type), all the fittings, Necessary Gas, consumables, cutter, welder and fixtures will be supplied by CCI on free of cost to the Contractor.
- The contractor has to arrange Transportation / shifting of PSC Sleepers and fittings etc., wherever required for replacing of the sleepers from available stocks from CCI.
- Guage Face Greesing in curves and lubrication of Turnouts by Zero Base Graphite Grease IS 408 twise in a week. Lubricating gauge face of outer rail on curve & tong rails of turn out by zero base graphite grease IS 408-1981 twice in a week. The grease to be arranged by contractor.
- Spreading of ballast, Packing material wherever necessary from the nearby stacks (Material will be supplied by CCI near the track wherever possible). However, efforts shall be made to supply the packing material within 50 meters lead. No extra payment towards lead and lift shall be made in this regard.
- 14) In case the sleepers are damaged while un-loading / handling the cost of each sleepers, additional charges like transportation + 10% Administrative charges etc., will be recovered from the contractor and the unloaded sleepers shall be shifted to a place clear off the moving dimensions to allow free movement of train.
- Oiling to rails, joints, fish plates, bolts and nuts turnout etc., as and when required. Greasing of Elastic Rail Clips (ERC's) and combination metal liners to be done as per Railway norms. Oil & grease, cotton waste will be issued to the contractor on free of cost.
- Pulling of rails and de-stressing caused due to creep and maintain within the limits to avoid buckling and rail fracture / failure.

- 17) Removal of weeds / grass from the Railway track and also from both side up to 7.00 meters as and when required to keep it clean and visible for safe working. Cutting of tree branches that have grown around the mast and which are at risk of falling on OHE during heavy rains and winds. Also arrangements shall be made to watch / remove any dead-body lying in the Railway track.
- 18) De silting and cleaning of side drains to avoid water logging in track and maintenance of embankment including repair of rain cuts, clearance of water ways at all bridges and culverts.
- 19) Level crossing at Belkatur is to be manned throughout day and night.
- 20) Gates, Mechanical device is to be properly maintained such as oiling, greasing etc., whenever required. Any repair, replacement of spares to be done by the contractor for the Railway gate at Belkatur.
- 21) Necessary night lamp is to be provided as per Railway norms.
- The Contractor should provide necessary tools and tackles to his workmen. Minimum tools & tackles contractor should possess & always available with the labours for the maintenance of track push pull trolley, Jacks, Crowbars, Panjas, suitable spanners, Beaters, PVC water pans, Various sizes Hammers, Axle, Aluminum with mercury level Gauge, Dip lorry, Pots and Key men kit.
- 23) The contractor should supervise the job on daily basis.
- The consumable items i.e., Oil, Lubricant, Grease and cotton waste required for the work has to be arranged by the contractor. The required materials PSC sleepers and fittings like combination metal liners, Elastic rail clips and Grooved rubber sole pads for fixing of the sleepers rail and other fittings required for the track maintenance will be issued by CCI on cost free basis. The Contractor shall have to put complete account of the materials and spares issued to him. Worn out track component as well as spare fittings and spares shall be returned to the Corporation stores. In case of loss / damage or non-submission of satisfactory account of spares, fittings and packing material issued in the maintenance works and non return of the materials, recovery shall be made from the Contractor at the Book value + 10% (ten percent).
- 25) The Contractor has to engage sufficient manpower for carrying out the Railway Siding Maintenance work.

#### 4.0) PERIOD OF CONTRACT:

The period of contract shall be Three Months (03 Months) and can be extended for further Three Months (03 Months) the same rate, terms and conditions at the discretion of CCI.

#### 5.0) OTHER TERMS AND CONDITIONS:

- 1. In case of any damage caused to Railway track due to improper maintenance the damaged track shall be repaired by the Contractor at his own cost within reasonable time to the entire satisfaction of Engineer-in-charge. Depending upon work, Contractor is required to engage additional manpower round the clock without any extra cost by CCI.
- 2. The Contractor shall be required to observe Railway Safety Rules and Regulations during the execution of work. In case of accident attributed to the defective improper maintenance and negligence of the Contractor, the cost of damages and losses penalties levied by Railways on CCI for derailment / hold-up rolling stock etc., and losses suffered by the Corporation consequent to this shall be borne by the Contractor.
- 3. In case of any accident occurs at Railway Gate due to negligence, full responsibility shall rest with the contractor.
- 4. It will be responsibility of the Contractor to get the track inspected by the Railway authorities and obtain a Certificate of Fitness of the Track from the Competent Authority every three (03) months, for this only prescribed charges to the Railway will be paid by the contractor.

- 5. During the course of the Contract period the contractor shall abide by all the relevant labour laws and other statutes enforced by the Central / State Government as may be applicable or made applicable to the Contract from time to time. The contractor should quote taking into account that existing statutory minimum wages and other obligations created on account of other Laws which he will be required to pay to his workmen under this contract.
- 6. All approaches to the Railway line for track maintenance shall be constructed / maintained by the Contractor at his own cost. The Contractor shall be responsible for the protection of Corporation's Railway track and material against the pilferage and shortage during the course of the contract.
- 7. Tenderers may please note that the tenders received less than the monthly minimum wages plus 12% P.F. contribution will be rejected. Since these are statutory payments and any tenderer has to make these payment.
- 8. <u>GST</u>: Contractor should register them under GST and provide GST Registration number. Eligible GST will be paid by CCI to the contractor and after submission of proof of payment by the Contractor, towards GST; the same will be adjusted in GST account. Therefore contractor should ensure payment of GST within the time given by the Government.
- 9. The Contractor shall ensure that no trees are un-authorized cut by labours staff or any other person engaged by them.
- 10. The Contractor shall be responsible for payment of Minimum Wages to each worker employed by him as a Contract Labour in accordance with the provisions of the law.
- 11. In order to comply with cashless transaction the payment made to the labours towards wages. Bonus etc bank statement duly enclosed by the bank authorities to be produced & necessary entries in the payment register is to be made for verification before time office representative.
- 12. In case the contractor fails to make payment of wages or remittance of CPF Contribution in accordance with provisions of Law the Principal Employer shall be liable to make payment of wage in full or the unpaid balance due, as the case may be, to the contract labour employed by the Contractor and recover the amount so paid from the Contractor either by deduction from any amount payable to the contractor under this contract or any other contract or as a debit payable by the Contractor.

#### 6.0) PAYMENT TERMS

- i) The payment will be released to the contractor within 15 days after producing invoice.
- ii) The payment will be released only if the contractor produces the track fitness certificate and submission of relevant documents.
- iii) The contractor has to raise the invoice on monthly basis.

#### 7.0) EARNEST MONEY DEPOSIT: NIL

#### 8.0) SECURITY DEPOSIT:

In the event of placement of Work order, you have to furnish Security Deposit at the rate of 5% of the total order value in the form of DD or Bank Guarantee from any Nationalized Bank within 15 days from the date of orders. This is applicable for order having value more than Rs.5.00 Lac. For Orders having value less than this amount, the clause is not applicable). SD will be refunded after three months only after finalization of final bill and successful completion of the order. Necessary No Dues certificate shall be obtained from all departments. The contractor has also to submit No Claim Certificate. Regarding Clause (5.0), point No. 1, No Track damage / cost of damages to Railways to be obtained from Railway authorities from Section Engineer, SC Railway, Tandur.

The Contractor has to deposit all the relevant Statutory Registers with the P&A Department and to submit the required acquaintance from P&A Department

#### 9.0) INCOME TAX:

Income tax will be deducted from the Running bills as per rules in force from time to time.

#### **10.0) STATUTORY COMPLIANCES:**

- 1) It shall be the responsibility of the Contractor to ensure that the personnel deployed by them are not below 18 years of age as per Factories Act 1948 & Rules 1950 provisions.
- 2) Contractor shall obtain Medical Fitness Certificate as per Factories Act 1948 & Rules 1950 before deploying into work of his workman.
- 3) Contractor shall obtain a valid labor license (if manpower exceeds 20 or more) in his name under Contract Labour (R&A) Act 1970 & rules 1971 from the Licensing officer from the office of Dy. Chief Labor Commissioner, ATI Campus, Hyderabad and comply with all legal formalities and submit a copy of the Labor License to the Company before commencement of the work.
- 4) The Contractor shall verify antecedents of his workmen engaged by him and ensure that the workmen engaged by him carry with them proper identity cards bearing their photographs to be issued by him and carry during the working hours.
- 5) The Contractor shall maintain all Statutory Registers as required under the Contract Labour Act, 1970 & Rules 1971 and all other and various labor laws applicable from time to time. It shall be the responsibility of the Contractor to maintain all records in respect of workmen engaged by him. The Contractor shall specifically maintain the relevant Registers.
- 6) The Contractor shall produce all the registers and records to the representative of the Company and Government authorities as and when required for ensuring statutory compliance. The Contractor shall submit a Certificate for having complied with all the statutory provisions under all labor statute applicable to his contract at the end of the month and only then his monthly bill will be processed for payment by the Company.
- 7) Contractor should take registration codes under Employees Provident Fund (Miscellaneous Provisions) Act 1952 and Employees' State Insurance Act 1948 for issuing PF number and ESI number to his contract workmen.
- 8) The Contractor shall submit invoice/s on a monthly basis for verification on or before 2nd day of the succeeding month. All bills should be supported with relevant documents
- 9) The Contractor shall disburse the wages on or before 7th of every month for the previous month through RTGS / ECS transfer to his workmen by himself. The acknowledgment copy of the paid statement shall be submitted to the department for verification as per company policy.
- 10) The Contractor shall ensure that, to remit the Provident Fund and ESI contributions on before 15th of every month for the previous month wages as per the provisions of Employees' Provident Funds & Miscellaneous Provisions Act, 1952 & Employees' State Insurance Act, 1948. The acknowledgment copy of the remittance statement shall be submitted to the department for verification as per Statute and company policy.
- 11) The Contractor shall be responsible for making payment of Statutory Bonus as per the provisions of Payment of Bonus Act, 1965, payment of Earned Leaves and National & Festival Holidays as per Factories Act 1948 & TS Factories Rules 1950. The acknowledgment copy of the paid statement shall be submitted to the department for verification as per company policy.

- 12) The Contractor undertakes that it has complied with and agrees to comply with all the necessary statutory requirements such as maintaining Registers, Records and Returns under Contract Labour (Regulation & Abolition) Act, 1970, Factories Act, 1948, Minimum Wages Act, 1948, Payment of Wages Act 1936, Payment of Bonus Act, 1965, Employees' Provident Funds & Miscellaneous Provisions Act, 1952,
- 13) Employees' State Insurance Act, 1948, Employees' Compensation Act, 1923, Labour Welfare Fund Act, 1987, The Industrial Employment (Standing Orders) Act, 1946.etc. as applicable to its business for providing the said services.
- 14) The Contractor shall also comply with the provisions of the Act and such other statutory enactments/rules and regulations laid down by the Government or local body whether related to labour, commercial or other laws in force/coming into force which may apply to this Agreement/Contract and any liability on account of non-compliance or violations thereof by it, shall be solely to the account of the Contractor and the Company shall not be responsible for any breach or violation by the Contractor. The Contractor hereby agrees to indemnify and keep indemnified the Company against any claim, loss, damage, cost, charge or expense incurred or suffered by the Company on account of any breach or violation of the necessary statutory requirements by the Contractor.
- 15) The Contractor shall disburse the wages and all other payments if any only through RTGS / ECS transfer to his workmen by himself as per provisions of Payment of Wages Act 1936.
- 16) The Contractor shall regulate the discipline of the workmen engaged by him in the discharge of duties. The Contractor shall also decide and take disciplinary action against the workman if they are found to have committed any act of misconduct/s.
- 17) The Company shall have privity of contract with the Contractor only and shall give instructions to him and shall have nothing to do with Contractor's workmen. It is clearly and absolutely agreed by this deed that no relationship of "Employer and Employee" is created between the Company / Principal Employer and the workmen engaged by the Contractor. Any reference to the contract workmen under this agreement shall not be deemed to be resulting into employee-employer relationship or any other relationship of such nature between the Company / Principal Employer and contract workmen.
- 18) The Contractor also shall strive to attain zero accidents at the workplace. Contractor should ensure safety of his workmen at work place and ensure all his workmen are equipped with Safety Personal Protective Equipments (PPEs) like, Safety Shoes, Helmet, nose mask...etc.
- 19) The Contractor shall not sub-contract or assign this Agreement / Contract or any part hereof or the rights and obligations arising here from to any third party.
- 20) The Company shall not have any connection whatsoever with the workmen engaged by the said Contractor and the Company shall have nothing to do or concerned with the conditions of employment of the workmen working for Contractor. The entire supervision and control on the work of the Contractor's workman shall be carried out by the Contractor himself and / or its supervisors without any interference / intervention of the Company.
- 21) For the purposes of providing the said services and for effectively carrying on its obligations under this contract, the Contractor will have the absolute discretion to deploy such number of personnel including Supervisor/s, in the said premises as it deems fit / as per department requirements. All liabilities and obligations on account of the said personnel shall be that of the Contractor only.

- 22) In case of termination / expiry of contract, the Contractor shall have no right or lien whatsoever upon the premises. The Contractor undertakes to leave the premises with all his workmen peacefully and shall have no claim of any nature against the Company.
- 23) In case during the operation of the contract the statutory minimum wages are revised by the Govt. the rates of the contract labour wages shall be accordingly revised by the contractor & the same will be reimbursed on

Submission of proof. Minimum wages should be paid to all deployed contract workmen as per Minimum Wages Act and as per VDA notification issued by Govt. of Telangana State from time to time.

#### 24) ACCEPTANCE OF TENDER

- a) CCI reserve the right to accept or reject this tender, irrespective of the fact whether a tender is higher or lower without assigning any reasons thereof.
- b) Tenders are bound to accept the award of contract, in the event of work order being in favor of them at the rates quoted/agreed to by them
- 25) WEEKLY / PAID HOLIDAYS: The contractor should give weekly holiday and other paid holidays in respect of labour engaged as per Company rules / statutory rules.
- 26) DISPUTES: In the event of any dispute arising under these terms and conditions, the decision of General Manager or any official authorized by him on his behalf shall be final and binding. All disputes arising out of or in any way shall be deemed to have raised at Tandur only, the courts at Vikarabad Dist. Shall have the Jurisdiction to determine the same.
- 27) In case disinvestment takes place during the contract period, the contract shall stands terminated from that date. No claim of compensation will be entertained on this ground from Contractor.



## Cement Corporation of India Limited (A Govt. of India Enterprise)

CCI TANDUR- 501 158, Vikarabad Dist. (Telengana.)

TANDON OUT 100, Vinarabaa Bist. (Telengana.)				
Tender No				
	Part-A: Techno-Commercial Bid Annexure XII			
Name of the work:- Tender for Maintenance of CCI Private Railway Siding from '0' KM i.e., take off point at Tandur Main line to CCI factory site & yard lines (Total length - approx 19 kms) including manning of Belkatur Railway gate.				
SI. No.	PARTICULARS	Please fill all this from I to VII	Remarks	
I	Name of the Firm			
II	Postal address			
III	Contact with STD code			
IV	Fax with STD code			
V	Name of Contact person			
VI	Mobile No.			
VII	e-mail ID	-		
	The following documents duly filled in, signed digitally and stamped are up-loaded On-Line through www.cci-etender.com With in the Period of Submission.	Please select criteria Submited/Not submited and Accected /Not Accecpt (If not submited / Not Accecpt kindly specify comment in Remarks column.)	Remarks	
1	The scanned copy of covering letter (Annexure I)			
2	The scanned copy of Integrity pact duly signed (Annexure-II)			
3	Your terms and conditions in Part I, II,& III duly signed digitally and stamped on each page in token of acceptance of the same in its entirety.			
4	Confirm acceptance of Security deposit clause of the Tender/enquiry in your technocommercial offer.			

1	I	
5	GST Registration No.	
6	Scanned copy of the PAN card in the name of company. (in case of proprietary firm it can be in the name of the proprietor).	
7	In case of firm registered with MSME, Certificate from MSME (NSIC Certificate) clearly specifying the date of registration alongwith starting of manufacturing process and whether it is registered under ST/SC. The firms registered with MSME will also have to submit a copy of Udyog Aadhar Memorandum	
8	Certificate whether any officer of your Corporation is related to me/us or not (Annexure 3)	
9	List of executed orders in hand as per (Annexure 4)	
10	Details of orders executed, including CCI during last 3 years (Annexure 8). The copies of orders to fulfill the eligibility criteria are enclosed.	
11	Copy of Partnership Deed/Memorandum of Articles of Association by partnership firms/companies duly attested. In case of partnership deed, the same is registered/not registered.	
15	Declaration letter duly signed as per annexure - 9	
14	Balance sheet for the last 3 years.	
15		

	CEMENT CORPORATION OF INDIA LTD.  (A Government of India Enterprise)					
	CCI TANDUR- 501 158, Vikarabad Dist. (Telangana.)					
	Tender No. TCFAnnexure -		xure – XIII			
	PRICE BI	ID				
	Name of the work :- Tender for Maintenance of CCI Private at Tandur Main line to CCI factory site & yard lines (Total Belkatur Railway gate,  SUPPLIERS NAME AND ADDRESS:	•	•			-
		T	ı	1	ı	
S. No	Description of item	Lumpsum Rate per month	Quantity	GST	Total Amount Incl GST	Remarks
1)	Maintenance of B.G. Railway Track of CCI as per Railway norms as well as scope of work mentioned in the tender document, as per full satisfaction of the Engineer-in-charge all inclusive to keep fit full length of track by engaging sufficient manpower including manning of level crossing gate at Belkatur round the clock.		03 months			
,	NOTE : For detailed scope of work refer part III of the tender T&	ιC.	,	•	,	

**Note:** i) The payment will be released to the contractor within 15 days after producing invoice.

- ii) The payment will be released only if the contractor produces the track fitness certificate and submission of relevant documents.
- iii) The contractor has to raise the invoice on monthly basis.

PLACE:	
	Signature of tenderer with sea
DATE :	