



**NIT NO: TDO/HR/02/MEDICINES/2025-26**

**Date: 18.02.2025**

**NOTICE INVITING E-TENDER (NIT)**  
(Only through e-procurement)

Online electronic bids through Electronic Tendering System (ETS) are invited from manufacturers/ Authorized Dealers having adequate experience for ANNUAL RATE CONTRACT FOR SUPPLY OF MEDICINES AND SURGICAL ITEMS/ FIRST AID ITEMS.

The complete set of tender documents is available on websites [www.ccilttd.in](http://www.ccilttd.in) and [www.etenders.gov.in](http://www.etenders.gov.in)

E-Tender No.	<b>TDO/HR/02/MEDICINES/2025-26</b>
Mode of Tender	e-Procurement System (Online Part A- Techno-Commercial Bid & Part B- Price Bid) through <a href="http://www.etenders.gov.in">www.etenders.gov.in</a>
Date of NIT available to parties to download	<b>From Date 18.02.2025 (10:00 hrs.) to Till Date 04.03.2025 (14:30 hrs.)</b>
Earnest Money Deposit (EMD)	<b>Rs. 30,000/- (Rupees Fifty Thousand only)</b> through e- payment gateway as per clause No.1 of part-II terms & Conditions. <b>Bank account details: Account Number 62017406489, IFSC SBIN0020446, SBI KARANKOTE BRANCH</b>
Last date of submission of EMD, valid SSI/NSIC/MSME certificate and other documents required as per tender terms & conditions under covering letter.	<b>Date 18.02.2025 (15:00hrs)</b>
Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and Price Bid at <a href="http://www.etenders.gov.in">www.etenders.gov.in</a>	<b>From Date 18.02.2025 (10:00 hrs.) to Till Date 04.03.2025 (15:00 hrs.)</b>
Date & time of opening of Part-A (i.e. Techno-Commercial Bid)	<b>Date 04.03.2025 at 15.30 hrs.</b>
Part-B Price Bid: Date of opening of Part-B i.e. price bid shall be informed separately	To be communicated separately.
Validity of bids	120 days for opening of tender

Only those tenders will be considered who fulfill the terms and conditions mentioned in the tender documents.

- 1) Only those tenders shall be considered who deposit the earnest money, tender cost and transaction fee by due date.
- 2) The price bid should be only as per CCI's price bid format otherwise the tender is liable for rejection.

## SCHEDULE OF MATERIAL/ WORK:

NIT No.	Name of the item
<b>TDO/HR/02/ MEDICINES/2 024-26</b>	Offer is invited for the ANNUAL RATE CONTRACT FOR SUPPLY OF MEDICINES AND SURGICAL ITEMS/ FIRST AID ITEMS <ol style="list-style-type: none"><li>1. All Branded Medicine</li><li>2. Generic Medicines for Tablets, Capsules, Syrups &amp; Ointments, E/E Drops</li><li>3. Cotton Wool, Cotton Bandages &amp; Roller Bandages</li><li>4. Adhesive Plasters (Paper &amp; Cloth)</li><li>5. Surgical Spirit 450 ml</li><li>6. Hydrogen peroxide 400 ml &amp; 100 ml</li><li>7. Betadine Solution 500 ml</li><li>8. Dispovan Syringes 2cc,5cc&amp;10cc (BD)</li><li>9. IV Cannual 22G, 24G, 20G &amp; Scalp Vein Sets- 22NG</li><li>10. Dispovan Syringes 1cc (Insulin)</li><li>11. Dispovan needles 21 &amp; 24</li><li>12. Novafine Needles &amp; Catguts</li><li>13. Band Aids (J&amp;J)</li><li>14. I V Set (RAMSON)</li><li>15. Disposable Gloves size 7 &amp; 8 (PIONEER)</li></ol>

### List of Annexure

The tender documents comprise of following:

Annexure – X	Important Instructions to Bidders
Annexure – XI	Part- III Special terms and conditions.
Annexure - XII	Techno-Commercial bid proforma
Annexure - XIII	Price bid proforma (Price schedule) to be submitted duly filled in on-line as part- B, Cost break up rates quoted.
Annexure 1-9	<b>Covering letter, Part-I: Instruction to tenderers, Part-II – General Terms &amp; Conditions, Integrity pact and Annexure 1-9 which is available in CCI web site <a href="http://www.etenders.gov.in">www.etenders.gov.in</a> must be submitted by tenderer duly filled in.</b>

Please visit our website [www.ccilttd.in](http://www.ccilttd.in) for Covering letter, Part-I - Instruction to tenderers, Part II- General Terms & Conditions, Integrity pact, all formats and submit the same along with Annexure (1-9), duly filled in along with the tender.

## Important instructions for E-procurement

This is an e-procurement event of CEMENT CORPORATION OF INDIA. The e-procurement service provider is [www.etenders.gov.in](http://www.etenders.gov.in)

You are requested to read the tender terms & conditions (Annexure I to VII) 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.

1	<p>Process of E-Tender: Registration: The process involves vendor's registration with Tender wizard 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. Service provider is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p><b>SPECIAL NOTE: THE PRICE BID AND THE TECHNO-COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT <a href="http://www.etenders.gov.in">www.etenders.gov.in</a></b></p> <p>Vendors are required to register themselves online with <a href="http://www.etenders.gov.in">www.etenders.gov.in</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/Service provider, (before the scheduled time of the e- tender).</p> <p style="text-align: center;"><b>Contact person (Cement Corporation of India):</b></p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Name</th> <th style="text-align: center;">Email</th> <th style="text-align: center;">Mobile</th> </tr> </thead> <tbody> <tr> <td>1. Shri Amit Ranjan- HOD (P&amp;A)</td> <td><a href="mailto:pers_tdo@ccilttd.in">pers_tdo@ccilttd.in</a></td> <td style="text-align: center;">8019479330</td> </tr> <tr> <td>2. Shri Deepak Ku. Adil- DM (HR)</td> <td><a href="mailto:dk.adil@ccilttd.in">dk.adil@ccilttd.in</a></td> <td style="text-align: center;">9398083914</td> </tr> <tr> <td>3. Shri Jaiprakash Pal- DM (HR)</td> <td><a href="mailto:jp.pal@ccilttd.in">jp.pal@ccilttd.in</a></td> <td style="text-align: center;">8712620404</td> </tr> </tbody> </table> <p><b>Help Desk (NIC-CPPP) (E-Commerce)- 8077213001</b></p> <p><b>B) System Requirement:</b> Windows 8,10 Professional Operating System, Internet Browser-9,10 &amp;11. Signing type Class 3 digital signature Java JRE 6 and above</p>	Name	Email	Mobile	1. Shri Amit Ranjan- HOD (P&A)	<a href="mailto:pers_tdo@ccilttd.in">pers_tdo@ccilttd.in</a>	8019479330	2. Shri Deepak Ku. Adil- DM (HR)	<a href="mailto:dk.adil@ccilttd.in">dk.adil@ccilttd.in</a>	9398083914	3. Shri Jaiprakash Pal- DM (HR)	<a href="mailto:jp.pal@ccilttd.in">jp.pal@ccilttd.in</a>	8712620404
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3. Shri Jaiprakash Pal- DM (HR)	<a href="mailto:jp.pal@ccilttd.in">jp.pal@ccilttd.in</a>	8712620404											
	<p><b>THE VENDORS ARE ADVISED TO GO THROUGH THE Help Manual LINK AT <a href="http://etenders.gov.in/eprocure/app">etenders.gov.in/eprocure/app</a> FOR GENERAL GUIDANCE ABOUT TENDER PROCESS</b></p>												
2	<p><b>(A) Part-A Techno-Commercial bid</b> will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid. <b>(B) Part-B Price bid</b> 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.</p> <p><b>Note:</b> The tenderers are advised to offer their lowest possible rates taking into account the prevailing market conditions. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However, if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>												
3	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.												
4	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												

	<p>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.</p> <p>Vendors are instructed to use <b>Upload Documents</b> 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.</p> <p>Once documents are uploaded in the library, vendors can attach documents through <b>Attach Document</b> link against the particular tender. For further assistance please follow instructions of vendor guide</p>
5	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).
6	The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.
7	E-tender cannot be accessed after the due date and time mentioned in NIT.
8	<p><b>Bidding in e-tender:</b></p> <p>A) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>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.</p> <p>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 &amp; conditions for the tender.</p> <p>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.</p>
9	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="http://www.etenders.gov.in">www.etenders.gov.in</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	<b>Bidders are requested to read the vendor guide in the page <a href="http://www.etenders.gov.in">www.etenders.gov.in</a> to familiarize themselves with the system before bidding.</b>

For and on behalf of CCI Ltd.

HOD (P&A)

**PART-III: SPECIAL TERMS AND CONDITIONS FOR ANNUAL RATE CONTRACT FOR SUPPLY OF MEDICINES AND SURGICAL ITEMS/ FIRST AID ITEMS.**

This tender contains Part-I and Part-II general terms, Part-III special terms and conditions, and price bid. All these documents are to be submitted duly signed and stamped by the tenderers. **Please visit our website [www.ccilttd.in](http://www.ccilttd.in) for Covering letter, Part-I - Instruction to tenderers, Part-II- General Terms & conditions, Integrity pact, all formats and submit the same & Annexure-9 duly filled and signed along with the tender.**

In addition to the General Terms and conditions of the tender Part- I & II the following Special terms and conditions also apply to the contract for the supply of above category of material. These special terms and conditions if contradictory to any of the conditions given in Part-I, II shall prevail upon the conditions given therein:

**1 SCOPE OF SUPPLY:**

- A. Supply of MEDICINES (**BRANDED**) AND SURGICAL/ FIRST AID ITEMS. The lists of Medicines, Surgical items/ First Aid items normally used are enclosed. This may change depending on the prescription of our Medical Officer.
- B. The supply has to be made in phased manner as per our requirement, which will be indented by us from time to time.
- C. Tenderer located nearer to the CCI factory within 150kms only will be considered.

**2 EMD:**

- A. The earnest money deposit of ₹. 30,000/- (Rupees Fifty thousand only) should be submitted through e-gateway Payment only. The EMD of successful tenderer shall be converted in to Portion of security deposit. Bank account details: **Account Number 62017406489, IFSC SBIN0020446, SBI KARANKOTE BRANCH.**

**3 PRICES:**

- A. The prices should be as per the maximum retails price (MRP) with maximum discount. Please offer MAXIMUM Discount on the MRP. The discount will remain fixed during the validity of contract.
- B. Please mention clearly whether Taxes are inclusive/ exclusive and the rate of Tax applicable if any.

**4 DISCOUNT:**

- A. Maximum discount should be offered on MRP.
- B. The discount will remain firm and fixed during the validity of the contract. However, in case increase in discount rate during validity of contract, the same will be intimated to CCI and the increased rate of discount will be applicable.

- C. The maximum requirement is for branded medicine and L-1 will be decided on the basis of discount offered for Branded medicine only. For other items, the L-1 tenderer is to match with the highest discount received in the tender.

**5 DELIVERY:**

- A. The supply has to be made phased manner as per our requirement, which will be indented by us from time to time during the contract period.
- B. Normally the supply should be from ready stock/ shortest delivery period. Please mention the minimum delivery period and the category of items, which requires longer lead time.
- C. In case of any delay in delivery **LD ½ % of the value of undelivered portion per fortnight** or part thereof to a maximum of 5%. Also we may resort to risk purchase as per clause No. 12.0 as per discretion of the management.
- D. CCI reserves the right to suspend/ cancel the supplies against the particular indent in part/ full without entitling the supplies to claim any compensation.
- E. **It is requested to the supplier to provide the services such as replacement the medicines which are left unused or left due to change in the monthly medicines of the patients.**
- F. **It is also requested to refund or replace the medicines which are expired or broken syrup bottles with seal intact.**

**6 GUARANTEE/ WARRANTY:**

- A. The Medicine/ Surgical/ First Aid items are found to be defective, the same shall be replaced by the supplier at free of cost within 15 days (maximum) only.

**7 INSPECTION:**

- A. By our representative on receipt of material at our site.

**8 PAYMENT:**

- A. 100% payment will be made normally within 10 days of receipt and acceptance of material at our site by Cheque/ RTGS.

**9 VALUE OF THE CONTRACT:**

- A. The estimated value of the requirement against the contract shall be **Rs. 15.00 Lakhs Approx.** The requirement is only tentative which may vary upto +/- 10%.

**10 SECURITY DEPOSIT:**

- A. In the event of placement of Purchase Order, you have to furnish Security Deposit at the rate of 3% of the total order value in the form of Cash/ 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).
- B. SD will be refunded within three months after finalization of final bill and successful completion of the order. Necessary No Dues certificate shall be obtained from all departments (if required). The contractor has also to submit No Claim Certificate.

**11 DURATION OF CONTRACT:**

- A. The period of contract shall be 01 (one) year and can be extended for further one (01) year at the same rate, Terms & Conditions at the discretion of CCI Management and subject to satisfactory performance of the contractor.

**12 RISK PURCHASE:**

- A. In case of failure for the supply, the Corporation can resort to risk purchase at the risk and cost of the Contractor/ Supplier.

**13 INDEMNITY:**

- A. The supplier protects the buyer and indemnifies the buyer against all claims regarding patent etc.

**14 ARBITRATION:**

- A. In case dispute arises on this contract, it will be referred to arbitration by Arbitrator to be appointed by C&MD of CCI. This arbitration will as per Indian Arbitration Act. 1940.

**15 JURISDICTION: Vikarabad Dist. Civil Courts.**

- 16 Our Corporation reserves the right to cancel or accept or reject any offer or tender the same without giving any reason or justification.

- 17 Our Corporation reserves the right to split the order and more parties.

- 18 The bidders do not have any claim on the award of work order supply order.

- 19 Individual offer should be given for each enquiry. Clubbing of offers against more than ONE enquiry is not allowed such offers will be rejected.

- 20 Please furnish a copy of valid Pharmacists License obtained from Pharmacy Council.

<b>Cement Corporation of India Limited</b> (A Govt. of India Enterprise)			
<b>Techno-Commercial Bid</b>			
NIT No.: TDO/HR/02/MEDICINES/2025-26			
Annual rate Contract for Supply of Medicines and Surgical Items/ First Aid Items			
SN	PARTICULARS	Please fill all this from I to VI	Remarks
<b>I</b>	<b>Name of the Firm</b>		
<b>II</b>	<b>Postal Address</b>		
<b>III</b>	<b>Contract No. With STD Code.</b>		
<b>IV</b>	<b>Name of Contract person</b>		
<b>V</b>	<b>Mobile No.</b>		
<b>VI</b>	<b>e-mail ID</b>		
	The following documents duly filled, stamped & Submit	Please Mention criteria (Submitted/ Not-submitted and Accepted/ Not Accepted)	Remarks
1	The scanned copy of covering letter (Annex 1)		
2	Integrity pact duly signed digitally & Stamped on each page in token of acceptance of the same in its entirety. (Annex 2)		
3	Certificate whether any officer of your Corporations related to me/ us or not (Annex 3)		
4	List of unexecuted order in hand (Annex 4)		
5	Additional information to be furnished (Annex 5)		
6	Details of plant & machinery installed (Annex 6)		
7	Details of testing facilities installed (Annex 7)		
8	Details of order executed during last 3 years (Annex 8). The copies of orders to fulfill the eligibility criteria are enclosed		
9	Declaration letter duly signed (annex 9)		
10	Payment of EMD of ₹ 30,000/- (Rupees Fifty Thousand only)		
11	Submit MSME certificate In case the tenderer is MSME registered party		
12	Copy of Valid Pharmacists License obtained from Pharmacy Council		
13	Delivery Terms		
14	Copy of Partnership Deed/ Memorandum of AOA of companies duly attested. In case of partnership deed, the same is registered/ not registered.		
15	Copy of PAN card in the name of company. (In case of proprietary firm it can be in the name of the proprietor).		
16	Copy of Valid GST Registration No.		
17	Confirm acceptance of Security deposit clause		



**(On the letterhead of the bidder)****COVERING LETTER**

To,  
 The (Tendering Authority)  
 Cement Corporation of India Limited,  
 ..... (Address of Unit / Corporate Office)

Bidder's Ref No.:

Dear Sir,

With reference to your NIT/ Bid No. .... Dated .....,  
 I/We am/are hereby uploading the scanned copies of the following documents online for your  
 reference:

<b>S N</b>	<b>Item</b>	<b>Yes/No/NA</b>
1	The scanned copy of covering letter (Annex 1)	
2	Integrity pact duly signed digitally & Stamped on each page in token of acceptance of the same in its entirety. (Annex 2)	
3	Certificate whether any officer of your Corporations related to me/ us or not (Annex 3)	
4	List of unexecuted order in hand (Annex 4)	
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6	Details of plant & machinery installed (Annex 6)	
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8	Details of order executed during last 3 years (Annex 8). The copies of orders to fulfill the eligibility criteria are enclosed	
9	Declaration letter duly signed (annex 9)	
10	Payment of EMD of ₹ 50,000/- (Rupees Fifty Thousand only)	
11	Submit MSME certificate In case the tenderer is MSME registered party	
12	Copy of Valid Pharmacists License obtained from Pharmacy Council	
13	Delivery Terms	
14	Copy of Partnership Deed/ Memorandum of AOA of companies duly attested. In case of partnership deed, the same is registered/ not registered.	
15	Copy of PAN card in the name of company. (In case of proprietary firm it can be in the name of the proprietor).	
16	Copy of Valid GST Registration No.	
17	Confirm acceptance of Security deposit clause	

(For and on behalf of Bidder/Contractor)

(Office Seal)

**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):**

- 1) 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 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.

- 2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section3- 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 3years.

- 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 anticorruption 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- Criminalchargesagainstviolatingbidder(s)/Contactor(s)/Subcontractors:**

- 1) 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(s):**

- 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 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 non-binding 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:**

- 1) 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 notice 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.

<p>(For and on behalf of the Principal) (Office Seal)</p>	<p>(For and on behalf of Bidder/Contractor) (Office Seal)</p>
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Place \_\_\_\_\_ Date \_\_

<p>Witness 1: Sign Name &amp; Address</p>	<p>Witness 2: Sign Name &amp; Address</p>
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CEMENT CORPORATION OF INDIA LTD. (A GOVT.OF INDIA ENTERPRISE)

We/ I hereby declare that the following officer(s) of the Corporation are related to us/me

Sr.No.	Name of the Officer	Post held	Place of Posting

Note: In case no officer is related 'Nil' is to be mentioned in the box above.

Signature of tenderer (Name / full address with seal)



CEMENT CORPORATION OF INDIA LTD. (A GOVT.OF INDIA ENTERPRISE)

UNEXECUTED / PRESENT CONTRACTS / JOBS IN HAND OF THE BIDDER

We/I hereby declare the following:

Sr.No.	Name of Client	Nature of Work	Tonnage	Approx. value of contract (Rs. In Lakhs)	Date of start	Stipulated date of completion

Note: In case of no such details 'Nil' is to be mentioned above.

Signature of tenderer (Name / address with seal)

Place:

Date:



CEMENT CORPORATION OF INDIA LTD. (A GOVT.OF INDIAENTERPRISE)

BIDDER'S FIRM/COMPANYPROFILE

FORMAT FOR ADDL. INFORMATION TO BE FURNISHED BY THE TENDERERS (REFER SPL. TRUCTIONS PART III SPL. TERMS & CONDITIONS)	
1.	Name of the Firm
2.	Complete Postal address: a. Head Office/Corporate Office b. Factory c. Other branches (incl. Delhi office, if any) d. Phone
3.	Whether Public Sector/Private Sector/Joint Sector etc.
4.	Type of Organization Proprietary/Partnership/Limited/any other type
<b>A. In case of Proprietors/Partnership</b>	
i)	Name of the Proprietors/Partners
ii)	Whether business/Partnership is registered
iii)	Date of commencement of business
iv)	Status of Income Tax assessment (Please attach copy of Valid Income Tax clearance certificate)
v)	Name & address of the Bankers (Please attach reference letter from your banker)
<b>B. In case of Limited Liability Company or Company Limited by Guarantees</b>	
i)	Amount of paid-up Capital
ii)	Name of Directors
iii)	Date of Registration of Company
iv)	Copies of last three years audited balance Sheets of company (including Profit & Loss Statement) to be enclosed.
5.	Name & address of the Bankers (Please attach reference letter from your banker)
6.	Date of commencement of production of item for which tender is being submitted Annual turnover for last 3 financial years of the category/item for which tender is being submitted 1. Amount Rs. In Lakhs 2. Amount Rs. In Lakhs 3. Amount Rs. In Lakhs

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

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

Date :

(Office Seal)



**DETAILS OF PLANT & MACHINERY INSTALLED**

Name of Firm: \_\_\_\_\_

Sr. No.	Machinery	Size/ Capacity	Qty	Year of Manufacture	General Condition

Signature of Tenderer:

Name of the Signatory:

Designation:

Seal of the Company /Firm:

**DETAILS OF TESTING FACILITIES INSTALLED**

Name of Firm: \_\_\_\_\_

Sr. No.	Machinery	Size/ Capacity	Qty	Year of Manufacture	General Condition

Note : Also specify if test facilities like Radiography, Magnetic crack detection ultrasonic, physical test and chemical test facilities are available. Also indicate routine and type-testing facilities.

Signature of Tenderer:

Name of the Signatory:

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

Seal of the Company /Firm:

\_\_\_\_\_

**DETAILS OF ORDERS EXECUTED INCLUDING CCI DURING THE  
LASTTHREE YEARS**

**Name of Firm:** \_\_\_\_\_

<b>Sr. No</b>	<b>Type of Items (Give details)</b>	<b>Name of the Party to whom supplied</b>	<b>Value</b>	<b>Date of Order</b>	<b>Delivery Date</b>	<b>Date of Actual Completion</b>

Signature of Tenderer:

Name of the Signatory:

Designation:

Seal of the Company/Firm:

**(On the letterhead of the bidder)**

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

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

We/I hereby declare that We/I have not been debarred from tendering for contracts in any of the departments of Govt./Semi Govt./Public Sector Undertaking and Local Bodies.

We/I certify that the information given by us/me in the tender documents is correct and if at any stage the same is found to be incorrect, the contract will be liable to be terminated/rescinded and action may be taken against us/me by the Corporation for damages.

We are/I am duly authorized/empowered to sign all the tender documents.

We/I also understand that in case of any wrong / mal practice / deviation / breach of contract is done by us / me, action for 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: