

CEMENT CORPORATION OF INDIA LIMITED
TANDUR CEMENT FACTORY
P.O CCI TANDUR- 501158, VKB Distt, TELANGANA
CIN No. U74899DL1965GOI004322

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Website: www.ccilttd.in

NIT NO: TCF/MINING/E-Tender/2025-26

Date: 05.04.2025

NOTICE INVITING E-Tender (NIT) CUM REVERSE AUCTION

1.0 Online electronic bids through Electronic Tendering System (ETS) are invited from Contractors having adequate experience Hiring, leasing of Heavy Earth Moving Equipments for drilling, excavation, with loading and transportation of Limestone and shale after weighment at Weighbridge to crusher hopper of Tandur Cement Factory, Karankote. And for overburden removal of 60,000 \pm 25% MT at Karankote Limestone Mine and overburden removal of 5,000 \pm 25% MT at Karankote Shale Mine of Cement Corporation Of India Limited, Tandur Cement factory at weighment on weighbridge on the way to overburden dump.

The complete set of Tender documents is available on websites www.ccilttd.in, www.etender.gov.in and www.cci-etender.com of CPPP portal.

E TENDER NO.	TCF/MINING/E-Tender/2025-26
Mode of Tender	E-Tender (Reverse Auction) (Online Part- A- Techno –Commercial Bid and Part B – Price Bid) through www.cci-etender.com of CPPP portal
Date of NIT available to parties to download	From 05.04.2025 10:00 HRS To 18.04.2025 15:00 HRS
Last Date of Submission of EMD, valid SSI/NSIC/MSME certificate and other documents required as per tender terms and conditions under covering letter (Annexure-A II) in Hard copy (Offline Submission)	Rs.2,00,000 (Rupees Two Lakh Only)
Date of Starting of e-Tender for Submission of on line Techno Commercial Bid and Price Bid at www.cci-etender.com	From 05.04.2025 10:00 HRS To 18.04.2025 15:00 HRS
Date& Time of opening of Part-A(i.e Techno – Commercial Bid) Part- B Price Bid : Date of Opening of Part-B i.e price bid shall be informed separately	19.04.2025 15:30 HRS To be Communicated Separately
Validity of Bids	120 days
Reverse auction start time Reverse auction end time	02 days after opening of price bid 02 hours after commencement of Reverse auction.

Offer is invited for the following scope of Work on FIRM & FOR as per details given below:-

SCOPE OF WORK:

NIT NO.	Name of the Work	Quantity (in MT) per year
TCF/MINING/E-Tender/2025-26	Hiring, leasing of Heavy Earth Moving Equipments for drilling, excavation, with loading and transportation of Limestone and shale after weighment at Weighbridge to crusher hopper of Tandur Cement Factory, Karankote. And for overburden removal of 60,000 \pm 25% MT at Karankote Limestone Mine and overburden removal of 5,000 \pm 25% MT at Karankote Shale Mine of Cement Corporation Of India Limited, Tandur Cement factory at weighment on weighbridge on the way to overburden dump.	i) LIMESTONE : 10.0 Lacs MT \pm 25% ii) SHALE : 75000 MT \pm 25% iii) Overburden Removal Quantity From Karankote Limestone Mine: - : 60,000 MT \pm 25% MT iv) Overburden Removal Quantity From Karankote Shale Mine :- : 5,000 MT \pm 25% MT

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

List of Annexures

The tender document comprise of following:-

Annexure- I	Important Instructions to Bidders
	Covering letter, Part-I Instruction to tenderers, Part-II General terms & conditions, Integrity Pact which is available in CCI website must be submitted by tenderer duly filled in.
Annexure- V	Part-III-A Special Terms and Conditions
Annexure- VI	Part-III-B Special Terms and Conditions
Annexure- VII	Techno Commercial bid to be submitted duly filled in online as Part-A.
Annexure- VIII	Price Bid Proforma (Price Schedule) to be submitted duly filled in on-line as Part-B. Cost break up rates quoted may also be furnished.
Annexure- IX	Procedure for reverse auction

Tenderer must visit CCI website www.ccilttd.in for Part-I & II and submit the same along with the Annexure 1 to 9, Part-I & Part-II and their annexure are part of this tender, tenderer must sign and upload online along with techno- commercial bid of the tender. Part-I & II is available in English as well in Hindi in website for better understanding, however, in case of any contradiction In Hindi & English version, English version shall prevail.

CEMENT CORPORATION OF INDIA LIMITED
TANDUR CEMENT FACTORY

Parameter of E-Reverse Auction:

Estimated Cost / Entry Start Price / Reverse Price for e-Reverse Auction	L1 price of the financial bids of the Techno-commercially Qualified Bidders.
Minimum decremental value	To be notified by CCI on case to case basis in NIT.
Eligible Bidders to participate in e-Reverse Auction	Techno-commercially qualified bidders to give declaration to participate in Reverse Auction within an hour of opening of Price bids and all such bidders be issued user id and pass word for Reverse Auction.
Start Date & Time of e-Reverse Auction at 15.00 Hrs (after 2 working days of opening of price bids)
Initial Duration of e-Reverse Auction	02 Hrs (from 15.00 Hrs to 17.00 Hrs.)
Automatic Extension of “Reverse Auction closing time” if the last bid received within a pre-defined time duration before the “Reverse Auction closing time:”	Yes
Pre-defined time duration (as mentioned above)	05 minutes
Time of each Automatic Extension	15 minutes
Display of Lowest Bid (L1)	Yes (To all Bidders) (Without the bidder identity)

Reverse Auction Procedure:

VII. Procedure for e-Reverse Auction:-

1. The reverse auction is to be carried two days after the opening of e-price bids.
2. If L1 party decides to be out of reverse auction, the party will be allowed to do so. However, if the Reverse Auction yields a lower price, the L-1 party would have no claim / right to be awarded.
3. Other parties if opts out they will be assumed to be to be not participating in tender. No chance shall be afforded later.
4. Bidder has to quote price inclusive of P&F, inspection charges, taxes & freight etc.
5. The L-1 bidder after reverse auction shall be considered, as final L-1 & the case for awarding shall be processed as per policy & NIT.
6. In case bidder, not eligible for participation in reverse auction as per Clause VIII below mentioned guidelines, is an MSE, but their price quoted is within the band of L-1 +

15%, their bid shall be considered for participation in Reverse Auction in line with “Public Procurement Policy for Micro & Small Enterprises(MSEs) order-2012”.

7. The break-up of final price viz. basic rate, freight charge, inspection charge etc. will be taken for processing the case after reverse auction has concluded.
8. After conduction of reverse auction, distribution of work amongst bidders shall be done as per NIT, after evaluating L-1, L-2 etc.

VIII. Guidelines for Reverse Auction:-

1. Any tender can be cancelled/ withdrawn at any time before award of contract, which is invariably mentioned in NIT.
2. Number of participants allowed in reverse auction:
 - a. In case of single eligible (techno- commercial qualified) party, no reverse auction shall be conducted & tender shall be finalized subject to reasonability of the rate.
 - b. Reverse Auction shall be conducted for two (2) or more techno-commercially qualified parties.
 - c. For 2-4 techno- commercially qualified parties, reverse auction shall be conducted with all parties.
 - d. For 5-6 techno- commercially qualified parties, one highest bidder (H-1) shall not be allowed to participate in reverse auction.
 - e. For 7-10 techno commercially qualified parties, two highest bidders (H-1 & H-2) shall not be allowed to participate in reverse auction.
 - f. For more than 10 techno- commercially qualified parties, only lowest 8 (eight) bidders shall be allowed to participate. However, in case of tie in the eighth (last) position, all such parties shall be allowed to participate in the reverse auction i.e., in case there is tie of 2 parties in 8th lowest position (L-8), then both of them shall be allowed to participate in reverse auction.
3. Lowest bid implies the bid whose landed cost is lowest considering freight, inspection charge & less input credits for GST. (Reverse auction shall be conducted on landed cost excluding GST).
4. The base price, minimum detrimental value, pre-defined time duration of quoting the revised rate (in minutes) shall be available with the service provider portal as per the format to be uploaded with NIT.
5. Closing price (CP) of reverse auction shall be treated as new L-1 and tender shall be processed accordingly.

Complaints may be given, if any regarding denial of service or any related issue, in writing through e-mail/fax to the service provider, with copy of mm_co@ccilttd.in, within 15 min prior to initial closing time of reverse auction.

Bidder shall be assigned user id & password by the service provider, which is presently by CPPP portal.

IMPORTANT INSTRUCTIONS FOR E-TENDER

This is an e-procurement/ e-tender event of Cement Corporation of India. 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)	<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>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 www.etenders.gov.in/eprocure/app → „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>Contact person (Cement Corporation of India):</p> <table><tr><td>Name</td><td>Email</td><td>Mobile</td></tr><tr><td>P Prabakaran, AGM(MM)</td><td>mm_tdo@ccilttd.in</td><td>07799938023</td></tr><tr><td>D Samaddar, Sr.Manager (Mines)</td><td>miningccitandur@gmail.com</td><td>08712620470</td></tr><tr><td>S. Alam, Mgr-M&CS</td><td>mirstandur@gmail.com</td><td>07799938174</td></tr></table> <p>Help Desk (NIC-CPPP) (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</p>	Name	Email	Mobile	P Prabakaran, AGM(MM)	mm_tdo@ccilttd.in	07799938023	D Samaddar, Sr.Manager (Mines)	miningccitandur@gmail.com	08712620470	S. Alam, Mgr-M&CS	mirstandur@gmail.com	07799938174
Name	Email	Mobile											
P Prabakaran, AGM(MM)	mm_tdo@ccilttd.in	07799938023											
D Samaddar, Sr.Manager (Mines)	miningccitandur@gmail.com	08712620470											
S. Alam, Mgr-M&CS	mirstandur@gmail.com	07799938174											
02)	<p>(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.</p> <p>(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.</p> <p>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.</p>												
03)	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.												
04)	In case of failure to access the payment towards non-refundable fees for any reason, the												

	<p>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.</p> <p>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.</p> <p>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</p>
05)	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)	<p>Bidding in e-tender:</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 & 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>
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 www.etenders.gov.in/eprocure/app
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 www.etenders.gov.in/eprocure/app to familiarize themselves with the system before bidding.

For and on behalf of CCI Ltd,

HOD (MINING)

GENERAL INSTRUCTION

- 01) **Payment** : As per Part –III A&B (Special Terms & Conditions)
- 02) Please indicate your GST number and Pan Card number
- 03) **EARNEST MONEY DEPOSIT** : Rs.2,00,000=00 by way of RTGS transfer.
- 04) **SECURITY DEPOSIT**: As per Clause No.13. of Part –III B (Special Terms & Condition)
- 05) **DELAYED IN EXECUTION OF WORK - CLAUSE** : In case of any delay in execution of work:
 - (a) You will be charged with the Liquidated damages at the rate of ½% of the value of the unexecuted portion of work or part thereof subject to maximum of 5%.
 - (b) Also we may resort to risk and cost clause No.10.
- 06) **ARBITRATION** : In the event of failure in execution of total contract/part of contract or any dispute for the value exceeds Rs.50,000/- case will be referred to Arbitration as per Indian Arbitration Act. Arbitrator to be appointed by C & M D of CCI.
- 07) **JURISDICTION** : Vikarabad District (TS) Civil Courts.
- 08) Our Corporation reserves the right to cancel or accept or reject any offer or tender the same without giving any reason or justification.
- 09) Our Corporation reserves the right to split the order and more parties.
- 10) The tenderers do not have any claim on the award of work order supply order.
- 11) Individual offer should be given for each enquiry. Clubbing of offers against more than ONE (01) enquiry is not allowed such offers will be rejected.
- 12) The rates accepted shall remain firm during the tenure of this contract and no increase will be allowed on this account whatsoever it may be. However if any rates received are lower than the existing rate for the similar nature of work, the same rate/s are applicable to this contract also, the same may kindly be noted by the contractor.
- 13) The work will be awarded on over all L-1 basis.

CEMENT CORPORATION OF INDIA LIMITED
CCI TANDUR- 501 158, Vikarabad District (TS)

CHECK LIST FOR SUBMITTING THE OFFER

- 01) Techno commercial bid (consisting Part I, II and III A & B).
- 02) The price Bid for Limestone and Shale.
- 03) Annexures with enclosures.
- 04) EMD Rupees Two Lakhs through gate way payment.
- 05) Copy of GST registration
- 06) Registration of transporters under RTO rules, if applicable.
- 07) Pan Number, GST Number and Registration number of firm etc.
- 08) No Payment terms and conditions in offer should be quoted/indicated. Being government company no advance payment is possible hence payment terms without any advance payment.
- 09) Confirm action of Bank Guarantee/warranty clause of the tender /enquiry and annexures itself.
- 10) No conditions should be written and/or indicated in the conditions.
- 11) Confirm acceptance of Security deposit clause of the Tender/enquiry in your techno-commercial offer.
- 12) Tender documents covering note, Terms and Condition Part-I, II & III, GTC, Annexure I-IX duly signed and stamped as a token of acceptance.(Tenderer must visit CCI website www.ccilttd.in for Part-I &II and submit the same along with the Annexure 1to 9, Part-I & Part-II and their annexure are part of this tender, tenderer must sign and upload online along with techno- commercial bid of the tender.)
- 13) Contractor must have experience in Mining operation (Overburden removal, Drilling, excavation, Loading and Transportation,) preferably in Limestone Mine (Metal Opencast Mining) and having hands on experience in liasioning with Statutory official for smooth operation of mines.
- 14) Installation of Weighbridge: The weigh bridge shall be installed by L1 who is executing 70% of quantity. In case of spillting of tender quantity 30% of the invoice cost of Weigh Bridge shall be borne by the agency executing 30% of quantity. In case no such second agency, the entire cost of installation of weigh bridge shall be borne by L1. After conclusion of contract weigh bridge along with all accessories shall be handed over to CCI in running conditions.
- 15) Operation and Maintenance of Weighbridge: In case of spillting of tender quantity, cost of operation, maintenance etc is to be bifurcated by L1 and L2 or L3 @ 70: 30 ratio. In case no such second agency, the entire cost of operation; maintenance etc of Weigh Bridge shall be borne by L1.

List of equipments **OWNED**

Sl. No.	List of equipments <u>OWNED</u> with Registration Number	Size/Make capacity	Year of manufacture	General Condition
i)	List of tippers of capacity 25 MT.			
ii)	List of Loading Machine PC-300, Hitachi - 300 or equivalent with AC cabin.			
iii)	List of Drill Machine and Comp. 4" – 4 ½" dia / 115mm with wet drilling system with AC cabin and equivalent Cap.			
iv)	Light duty dozer / JCB.			
v)	Truck mounted water tanker 6 KL or of more Capacity.			
vi)	Rock breaker			
vii)	Electronic weighbridge of 80 tonne of schenck/avery make			

NOTE : All the machines/equipments should not be older than 05 years for owned equipment and 03 years for lease hold equipments. Minimum 50% should be Owned Equipments/HEMM Machineries. All equipments mentioned in the tender should be either owned by the tenderer or the tenderer must have the right of possession of the same. Documentary evidence for ownership/possession & for the capacity of the equipments are to be enclosed with tender documents. The Contractor should have their own maintenance facilities for which, space will be provided at the site by CCI.

Date :

Place:

Signature of the tenderer (Name and address with seal)

List of equipments **HIRED**

Sl. No.	List of equipments HIRED with Registration Number	Size/Make capacity	Year of manufacture	General Condition
i)	List of tippers of capacity 25 MT.			
ii)	List of Loading Machine PC-300, Hitachi - 300 or equivalent with AC cabin.			
iii)	List of Drill Machine and Comp. 4" – 4 ½" dia / 115mm with wet drilling system with AC cabin and equivalent Cap.			
iv)	Light duty dozer / JCB.			
v)	Truck mounted water tanker 6 KL or of more Capacity.			
vi)	Rock breaker			
vii)	Electronic weighbridge of 80 tonne of schenck/avery make			

NOTE : All the machines/equipments should not be older than 05 years for owned equipment and 03 years for lease hold equipments. Minimum 50% should be Owned Equipments/HEMM Machineries. All equipments mentioned in the tender should be either owned by the tenderer or the tenderer must have the right of possession of the same. Documentary evidence for ownership/possession & for the capacity of the equipments are to be enclosed with tender documents. The Contractor should have their own maintenance facilities for which, space will be provided at the site by CCI.

Date :

Place:

Signature of the tenderer (Name and address with seal)

CEMENT CORPORATION OF INDIA LIMITED
TANDUR CEMENT FACTORY

ANNEXURE- 'D'

TECHNICAL SUITABILITY PART – II DETAILS OF MINING EQUIPMENT TO BE DEPLOYED BY THE CONTRACTOR AT CCI SITE.

Sl. No.	Equipments	Type	Make	Capacity
01)	Drilling machine No-1 No-2	Crawler mounted _____	IR, WDS, KRD, Atlas, Copco etc. _____	Hole dia 4" – 4 ½" & Max. depth 13 mts. with wet drilling system with AC cabin Air pressure & Air Discharge 7 to 10 Kg/Cm ² 365 – 410 Cfm Kg/Cm ² Cfm
02)	Loading equipment No-01 No-02 No-03	Back-hoe bucket / heavy duty _____ _____ _____	PC- 300,Hitachi- 300 L&T – 300 CK Komatsu – 300 or Equivalent only	Bucket Capacity 1.9 or above m ³ _____ m ³ /MT
03)	Tippers	<u>Own / hired</u> <u>Regn. No.</u>	<u>Make</u>	Body Capacity
04)	No.1			25 – 30 MT
	No.2			MT
	No.3			MT
	No.4			MT
	No.5			MT
	No.6			MT
	No.7			MT
	No.8			MT
	No.9			MT
	No.10			MT
	No.11			MT
	No.12			MT
	No.13			MT
	Light duty dozer/JCB dozer-02 nos			
05)	WATER TANKER mounted on truck.-02 nos			
06)	Rock Breaker- 02 nos			
07	Electronic Weighbridge of 80 tonne		Schenck / Avery	80 MT, Computer System with software, printer etc

NOTE : All the machines/equipments should not be older than 05 years for owned equipment and 03 years for lease hold equipments. Minimum 50% should be Owned Equipments/HEMM Machineries .All equipments mentioned in the tender should be either owned by the tenderer or the tenderer must have the right of possession of the same. Documentary evidence for ownership/ possession & for the capacity of the equipments are to be enclosed with tender documents. The Contractor should have their own maintenance facilities for which, space will be provided at the site by CCI.

Date :

Place:

Signature of the tenderer (Name and address with seal)

CEMENT CORPORATION OF INDIA LIMITED
TANDUR CEMENT FACTORY
PART- III (A)

SPECIAL TERMS AND CONDITIONS FOR HIRING, LEASING OF HEAVY EARTH MOVING EQUIPMENTS FOR DRILLING, EXCAVATION WITH LOADING AND TRANSPORTATION OF LIMESTONE AND SHALE AFTER WEIGHMENT ON WEIGHBRIDGE TO CRUSHER HOPPER OF TANDUR CEMENT FACTORY, KARANKOTE.

1) AREA ALLOTTED:

The contractor will have to carry out the work under this contract at the area(s) allotted to him by the Corporation from time to time. The Contractor will have no right of choice in the matter or to change the area allotted to him nor will he have a right to demand a change of the allotted area.

2) CONSTRUCTION OF ROADS ETC:

The Contractor has to maintain the road in workable condition by filling the pot holes with morum/chips from the loading point to the quarry weighbridge, and from crusher to magazine (explosive stocking godown). Making of any road in the Mining lease hold area by engaging Light duty dozer/jcb. The contractor has to make and maintained berms where ever required and proper height of the berm to be maintained. The area/s required be made with maximum height with berm will be shown by the CCI personnel. However the height of berm at maximum places is required be made more than the height of diameter of tyre of tipper/dumper being used for execution of the contract.

3) SUPPLY OF ELECTRICITY:

The Corporation does not guarantee supply of electricity to the contractor required either for the work or for any other purpose. If, however, the electricity is supplied by the Corporation at its discretion, the same will be charged at the rates as may be determined by the Corporation from time to time. The decision of the Corporation in this regard shall be final and binding on the Contractor. The electricity in such cases shall supplied at one fixed point as may be decided by the Corporation.

4) EMPLOYMENT OF PERSONS BY THE CONTRACTOR:

- a) The Contractor shall employ adequate number of persons in order to maintain progress commensurate with the magnitude of the work and complete the same in the stipulated period and as per schedule of work specified.
- b) The Contractor shall not employ any female employee without prior written permission from the Corporation.
- c) The persons engaged should be local preferably from the surrounding villages.
- d) The persons employed by the contractor shall be the employees of the contractor for all purposes and they shall not be deemed to be in the employment of the Corporation for any purpose, whatsoever.

5) CONTRACTOR TO BE LIABLE FOR ALL PAYMENT TO HIS EMPLOYEES:

- a) The Contractor shall be liable for payment of all wages and other benefits such as leave with wages, wages for paid holidays, contributory provident fund, insurances, free medical aid etc., to his employees and labour as per statutory requirement as may be or may become applicable from time to time to limestone mines. The contractor shall also comply with the provisions of wage board and arbitration Award applicable to the Cement industry as may exist or modified during the currency of the contract for all the work covered by this contract, if at any time made applicable.
- b) The Contractor shall bear all liabilities for the staff and workers employed by him as regards any compensation any litigation and any other action arising out of operation of this contract.
- c) Before, settlement of the Contractor's final payment by the Corporation, the Contractor shall deposit records in respect of the entire period of contract, all statutory records, registers, pay sheets including pay sheets in respect of leave with wages, payment of compensation for injuries if any, payment of compensation towards final payment of the labourers if any and other records that may be deemed necessary by the corporation within 7 days of the completion / termination of the contract.
- d) The Contractor shall submit the payment register for the previous month at the time of submission of bills.

6) PROVISION OF ACCOMMODATION ETC., BY CONTRACTOR TO HIS EMPLOYEES:

The contractor shall make his own arrangements for accommodation, supply of drinking water, first aid, conveyance in case of accidents, free medical treatment etc., for his employees. CCI may provide quarter in its premises on chargeable basis on its discretion subject to availability of quarters.

7) HOURS OF WORK ETC:

The contractor will be required to work only during the hours as may be directed by the Corporation. The contractor shall not work on weekly day of rest or national, paid, festival holidays except with the prior written permission/instructions from the Corporation. The working time will be in two shifts i.e., 6.00 AM to 2.00 PM and 2.00 PM to 10.00 PM. However it may reduce to 6.00 AM to 6.00 PM as per requirement of factory from time to time.

8) COMPLIANCE WITH STATUTORY PROVISIONS:

- a) All the laws, rules and regulations made there under or any orders or directives of any local authority in regard to the operation of mines will have to be followed by the contractor and he shall be liable to pay and indemnify the Corporation against any fee, penalty or charges paid by the Corporation under any laws, rules, regulations etc. In their own interest, tenderers are advised to be fully conversant with the following;
 - i) Metalliferous Mines Regulations 1961.
 - i) Mines Act, 1952.
 - iii) Mines Rules, 1955.

- iv) Mineral conservation and Development Rules, 1988.
- v) Motor Vehicle Act.
- vi) Workmen compensation Act, 1933 and rules made there under.
- vii) Department of Legal Metrology act/Rule.

The following safety devices are mandatory to install in all HEMMs.

Seat belt with Reminder with Voice for Excavators and tippers

ROP & FOP for HEMM's.

Audio Visual Alarm 24 v for tippers

Front mirror and rear view mirror.

Rear view Camera for tippers.

Proximity sensor 20meter for Excavators and tippers

Operator Anti -fatigue Devices for Excavators and tippers

Automatic fire system for Excavator

Semi-Automatic Fire suppression system for tippers

Body Lifting warning system for tippers

Blind spot Mirror for Excavators and tippers

Battery cut off switch for all equipments.

Load indicator for tippers.

Left and right side indicator both front and rear side for tippers.

Any other safety features recommended by DGMS Circulars.

8(AA) Special Clause as per the guidelines issued by DGMS:

The contractor will require to follow the directions & guidelines issued by DGMS as per the Recommendations of 11th & 12th conferences on Safety in Mines. The detailed recommendations are available in CCI Mines office as well as in the website of DGMS. The relevant clauses of the same are given below: -

I	CCI will provide a written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them.
II	CCI will provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work and same may be provided in laminated copy to each HEMM.
III	The Contractor will ensure that all work is carried out in accordance with the Statue and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner.
IV	Contractor will ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring the compliance all safety laws by the sub or sub- subcontractors.
V	All persons deployed by the contractor for working in mine must undergo vocational training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of VT & IME.
VI	Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. If contractor is unable to provide, owner, agent and manager of the mine shall provide the same.
VII	The contractor shall submit to DGMS returns indicating -Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons. The return shall be submitted quarterly (by 10th of April, July, October and January) for contracts of more than one year. Copy of the same should be submitted to CCI. However, for contracts of less than one year, returns shall be submitted monthly.

VIII	The contractor shall extend all benefits including medical facilities and payment of wages to contractor's worker receiving injury whilst on duty.
IX	Medical facilities shall be extended to contractor workers.
X	The contractor shall not employ or terminate his worker without the knowledge of the mine management.
XI	Payment to contractor's workers including leave with wages shall be made through bank.
XII	<p>Safety Features in HEMMs</p> <ul style="list-style-type: none"> (i) Audio-Visual Alarm <ul style="list-style-type: none"> ✓ The sound level of AVA should be at least 5 to 20% higher than the ambient noise level; and ✓ The audio frequency and its amplitude band should be increasing and uniquely heard to keep persons alert in the blind zone during reversal. ✓ AVA should be of IP 67 compliance. ✓ HEMM daily checklist should be maintained in bounded register with seal and sign. ✓ Brake test of tippers should be maintained in bounded register with seal and sign. (ii) Long or Extended Hours of driving beyond 8 continuous hours with a rest interval of half an hour after four hours of continuous operation, shall not be permitted. (iii) Operator's Seat in the Vehicle/HEMMs should be ergonomically designed to have adequate comforts while driving continuously.
XIII	Ensure that contractor's arrangements for health and safety management are consistent with those for the mine owner. All the rules, regulations and bye-laws as applicable to the mine owner are also applicable to the contractor. Details of the contractor's workmen should be maintained in the owners Form-B register. Whereas as A, B,C, D & E registers for contractor men may be maintained independently by the owner and shall be kept in the mine office of the manager.
XIV	Ensure that contractors are familiar with the relevant parts of the statutes, health and safety management system and are provided with copies of such documents prior to commencing work.
XV	CCI will Monitor all activities of the contractors to ensure that contractors are complying with all the requirements of statute and the system related to safety. If found non-compliance of safety laws CCI will direct the contractors to take action to comply with the requirements and for non-compliance of any such law/order for more than a period of 15 days, a penalty of Rs.100/- per additional week will be imposed & will be recovered from the contractor's bills/dues.
XVI	Where a risk to health or safety of a person arises because of a non-compliance of the recommendations of 10th & 11th conference, the Corporation may ask the contractor to cease work until the non-compliance is corrected.
XVII	Every person deployed by the contractor in a mine must wear safety PPE, gadgets to be provided by the contractor.
XVIII	This NIT can be modified at any time to fulfill the requirements of statute/circulars issued by DGMS from time to time subsequent to the finalization of NIT also.

Contractor is required to maintain all statutory records properly as per procedure. Also required medical checkups to be made and its related statutory records and norms be followed/adhered strictly.

Contractor is required to engage sufficient Statutory Foreman Certificate Holders (Restricted) and Mining Mate (restricted) as per DGMS. Shift supervisors/incharges should be Statutory Foreman certificate holders. Related certificate copies to be submitted. Periodical monthly, quarterly, half yearly annually and/or any other required reports/returns to be sent to statutory authorities as per statutory norms and procedure under intimation to Mines manager.

In case, if any accident took place during operation/execution of contract at our premises either with HEMM or with manpower of contractor, all the relevant expenditure ie Survey, Compensation, TA, transportation charges, insurance, liaison

with concerned statutory authorities etc will be on contractors account only, meaning thereby totally expenditure/responsible lies on the part of the contractor.

In case of non-fulfillment of any of such obligations, the contract will be liable for termination at fifteen days notice given by the Corporation without prejudice to any of the other rights of the Corporation under this contract.

- b) The contractor will comply with the provisions of payment of wages Act, 1956, Employees Liability Act, 1938, Apprentice Act, 1961, Employees Provident Fund Act, Bonus Act and Gratuity Act, Workmen compensation Act or any other Act or enactment relating to the work and also the rules framed there under from time to time. If at any time the Corporation is required to make any payment / claims / compensation by virtue of any of the above acts etc., such payment shall be deemed to have been made on contractor's behalf and therefore the same shall be recovered by the Corporation from the contractor from his running bills or from any sum due to the contractor on any account from the Corporation.
- c) Safety equipments as per provisions of Metalliferrous Mines Regulations 1961 and orders issued there under including various circulars issued by the Director General of Mines Safety shall be provided by the Contractor to his employees, HEMMS. Contractor should provide safety shoe, ppe's etc., to his employees. If the contractor fails to provide the required safety equipments either in manpower or in HEMM's, the Corporation may be provided the same on his behalf and the cost of the same shall be recovered by the Corporation from time the contractor from his running bills or otherwise.
- d) The contractor will abide by all the provisions of the contract labour (Regulation & Abolition) Act and Rules made there under and indemnify the Corporation against any penal provisions under the aforesaid act etc. He shall also get himself registered with the competent authority and obtain a license for such work.
- e) The Contractor will be liable for Maintaining and operation of Electronic Weighbridge with his own manpower only, No manpower of Mining department will be provided. License and calibration from DEPARTMENT OF LEGAL METROLOGY, GOVERNMENT OF TELANGANA and its renewal time to time and also be liable for operation and maintenance of Electronic Weighbridge under breakdown if Software problem else hardware issue in Weighbridge.

9) **PROVISION OF ADEQUATE EQUIPMENT, MATERIALS ETC:**

- a) The contractor shall employ adequate number of equipments in proper working order in order to maintain progress commensurate with the magnitude of the work and complete the same within the stipulated period and as per schedule of work specified.
- b) During the execution of work, the contractor shall at his own cost provide adequate manpower and material for execution of the work and ensure the stability and safety of all structures, excavations and works and further ensure that no physical injury or harm is caused or is likely to be caused to any person and no damage or loss is caused or is likely to be caused to any property.

10) **RATE:**

- a) The contractor shall be presumed to have satisfied himself is must and careful examination before submitting his tender as to the nature of ground, the form and nature of the work and materials necessary for the completion of the work and means of access to the site, the accommodation he may require and all other matters incidental thereto and ancillary thereof, affecting the execution and completion of work. He shall also be presumed to have satisfied himself, before tendering, regarding the correctness and sufficiency of the tender for the work as quoted by him in the tender schedule and that his rates and prices cover all his obligations under the contract and all matters and things necessary for the proper completion of work. It is understood and agreed that no extra payments other than for the work actually executed and at the rates agreed, shall be admissible to the contractor on any account and for any reasons whatsoever.
- b) The rates entered in the accepted schedule of rates of the contract are rates intended to provide payments for the work duly and properly completed in conformity with the contract together with such extensions, dimensions, reductions, alternation, or additions in the work as may from time to time be ordered by the Corporation or its authorized representatives. Such rates shall also be deemed to include and cover superintendence, labour and supply of materials, stores, machinery, tools and all apparatus and plants required in the work, all watching, lighting, bailing, pumping and draining, all preventions of or compensation for trespass, all barriers and arrangements for the safety of the Public or of the employees during the execution of work, all sanitary and medical arrangements for Labour camps, the setting of all work and construction, repair and upkeep of all center lines, bench marks thereon, site clearance, all fees, duties, rent and compensation to owners for surface damages or taxes and imposition payable to appropriate authorities in respect of land, structures and all materials supplied for the work and expenses or statutory levies or duties for which the contractor may become liable under any provision of law for the purpose of or in connection with the execution of contract and all such other incidental charges or contingencies that may arise in connection with the execution of the contract.
- c) Rates quoted and accepted will be exclusive of royalty and any cess on limestone imposed by the Govt. Royalty and Cess payable will be to the account of the Corporation and will be paid by the Corporation direct to the Government.
- d) The rates accepted shall remain firm during the tenure of this contract and no increase will be allowed on account of increase in wages etc., to the workers or any other account. The contractor has to be finalize the rate including all work of Limestone, Shale Raising and Overburden removal from Karankote Limestone Mine, Karankote Shale Mine and installing one no 80 tonnes capacity Electronic Weighbridge at Mines for weighment.
- e) The contractor shall not be entitled to any extra payment for removing any trees, trunks, making the roads, Clearing/dozing the blasted material, Overburden dump route from overburden face to overburden dump yard, installing, maintaining & operation of Electronic weighbridge with all accessories detailed mention in Clause No 9.1 of Part III(B), with his own manpower only, No manpower of Mining department will be provided, and liasioning with Statutory Officials like DGMS, IBM, DMG, Department of Legal Metrology etc., that may be met with while

working in the area and also he shall have no claim on material obtained. The material so obtained will be the property of the Corporation.

- f) GST is applicable as per time to time statutory authorities orders and/or amendments.
- g) GST if applicable at any time during contractual period: Any statutory tax or duties as applicable being enforced by the authority during the contract period shall be borne by the Contractor. However, GST as applicable by the existing rules shall be paid to the authority by the contractor and the same may be reimbursed to the contractor by the Corporation on production of original documents/receipts of Tax paid.

11) **SCHEDULE OF QUANTITIES:**

The quantities set out in the schedule of quantities against each item of work are the approximate estimated quantities required to be executed and shall not to taken as actual and contracted quantities of the work to be executed by the contractor under this contract the Corporation may as its discretion increase or decrease the quantities upto 25% of the quantities set out in the schedule of quantities. In case the contracted quantities are reduced / deleted by the Corporation no compensation whatsoever will be payable by the Corporation for such reduction.

12) **TERMINATION OF CONTRACT:**

The Corporation may terminate the contract at any time within their discretion, without assigning any reason therefore by giving 15 days notice in writing and without any liability to pay any compensation.

13) **CONTRACTOR TO BE FULLY RESPONSIBLE IN CASE OF ACCIDENTS:**

The entire responsibility on account of any accident/damage or personal injury which may occur to any of the Contractor's vehicle, equipments / to his employees or any out side party shall be exclusively that of the contractor and no claim whatsoever be entertained by the Corporation on his accounts. Contractor has to do the liasoning with the Govt. Officials for any such matter. Contractor has to indemnify for any liability to Cement Corporation of india Ltd, Tandur or any employee of CCI Ltd, Tandur.

14) **INSPECTION:**

The Contractor shall provide the authorized representative of their corporation every facility for entering in and upon any portion of the work area at all hours for the purpose of inspection of the work or any other purpose and shall provide all assistance which may include labour, materials, tools and tackles, ladders, pumps, appliance of every kind required for the purpose aforesaid, free of cost and the Corporation's representative shall at all times have access to every part of the work area and to all places at which material for work are stored or are being prepared.

15) **CONTRACTOR NOT TO SELL ANY MATERIAL:**

- a) The Contractor shall not sell or otherwise dispose off or remove clandestinely any stone, clay, ballast, earth or rock or other materials or substances which may be obtained from any excavation made in or upon the site and all such substances, materials, or produce shall be and shall continue to the property of the Corporation.
- b) All Gold, Silver, Oil and other materials or any description and all precious stones, coins, treasures, relics, antiques and all other similar things which may be found in or upon the site shall not be removed or appropriated by the contractor in any way and it shall be his duty upon finding any such thing or things to inform forthwith the Corporation about it and duly preserve the same to the satisfaction of the Corporation and shall from time to time deliver the same to such person or persons as the Corporation may appoint to receive the same.

16) **CLAIMS FOR COMPENSATION:**

Under no circumstances, whatsoever, shall the contractor be entitled to any compensation from the Corporation or any account nor will the Corporation entertain any claim for compensation except for the work done under this contract.

17) **EXTENSION OF PERIOD OF COMPLETION:**

When there is a written request of the Contractor for extension of the period of completion and if in the opinion of the Corporation, the work is delayed by reason of extra or additional work of any kind, plant maintenance, plant shutdown which fairly entitled the contractor to an extension of time, the Corporation in its absolute discretion may consider the grant of extension of time for completion of the work, but no compensation will be paid to the Contractor on this account.

18) **COMPLETION OF WORK AND LIQUIDATED DAMAGES:**

- a) Time is the essence of the contract, the entire work as stipulated will have to be completed within the stipulated period mentioned in the tender notice. In case the quantity of work is increased by the Corporation as stipulated in clause (11) the time of completion shall be proportionately extended by the Corporation.
- b) The monthly quantities to be executed by the contractor against each item of work of the contract have been mentioned in the Special terms and conditions (Part-III) and if these monthly quantities are not fulfilled penalty as specified therein shall be paid by the contractor.
- c) The work shall be completed by the contractor within the time stipulated in the tender and to the satisfaction of the Mines Manager or his representative of the Cement Factory / Project failing which the contractor shall pay damage to the Corporation equivalent to the amount of 10% of the value of the unexecuted portion of the work on the date of abandonment if he abandons the work at any time or fails to complete the works within the stipulated time. While calculating the damages for failure of the contractor to complete the work in stipulated time the penalty imposed under sub-para (b) above, on account of shortfall in achieving monthly targets shall be taken into account and the contractor shall be required to pay either the penalty imposed according to sub-para (b) above or the damages as per this sub-para

whichever of the two is higher. If the contractor ultimately completes the work within the stipulated time as stated in the contract, all penalties on account of shortfall in quantity may be condoned at the discretion of the Corporation provided the Contractor has at least supplied 75% of the quantity scheduled for each month.

- d) The Contractor may, however, complete the work after the stipulated period with the consent of the Corporation and subject to the condition that he shall pay to the Corporation by way of further damages at the rate of 1% of the value of work remaining unexecuted at the beginning of each week. This will be in addition to the penalty laid down in sub-para (c) above.
- e) In case the contractor fails to complete any of the items as stipulated in the schedule of quantities a portion of the payment may be decided by the Corporation shall be withheld from his running bills which shall be paid after completion of that specific item of the work.

19.0 The rates accepted shall remain firm during the tenure of this contract and no increase will be allowed on this account whatsoever it may be. However if any rates received are lower than the existing rate for the similar nature of work, the same rate/s are applicable to this contract also, the same may kindly be noted by the contractor.

20.0 **ACCOMMODATION:** Accommodation may be provided on chargeable basis as per the discretion of the Corporation. After necessary undertaking given by contractor stating that whenever the same is required by CCI Management Contractor shall vacate the same, failing which all contractor payments will be withheld including SD without assigning any reason till vacation of the accommodation.

21.0 **SPLITTING OF WORK/ SPLITTING RATIO:** The Corporation reserves the right to split the quantities against the tender between L1 and L2 tenderes in the ration of **70:30** if L2 tenderer match the L1 rates in all items. In case L2 tenderer do not match the L1 rates option will be given to other tenderes starting from L3, L4, L5 etc to match L1 rates and accordingly quantities will be split in the ration of 70:30 between L1 tenderer and the tenderer who matchs with L1 rates. If L2, L3, L4, L5 etc tenders do not match the L1 rates full quantity (100%) will be awarded to L1 tenderer.

22.0 **The work will be awarded on over all L-1 basis.**

CEMENT CORPORATION OF INDIA LIMITED
TANDUR CEMENT FACTORY

PART- III (B)

SPECIAL TERMS AND CONDITIONS FOR HIRING, LEASING OF HEAVY EARTH MOVING EQUIPMENTS FOR DRILLING, EXCAVATION WITH LOADING AND TRANSPORTATION OF LIMESTONE, SHALE AFTER WEIGHMENT AT WEIGHBRIDGE TO CRUSHER HOPPER OF TANDUR CEMENT FACTORY, KARANKOTE.

In addition to the General Terms and Conditions of the contract under Part- I, II and III (A), the following additional Special conditions will also apply to the contract. Special conditions given below, if contradictory to any conditions given in Part- I, II and III (A) shall prevail upon such conditions given in Part- I, II and Part-III (A).

1) **SCOPE OF WORK:**

- a) The work involves Hiring/Leasing of Heavy Earth Moving Machinery for drilling, Excavation with Loading and transportation of blasted Limestone and Shale from Limestone Mine and Karankote Shale Mine lead with average 1.5 to 2.5 KM and 2.5 to 3.5 KM respectively upto unloading in Crusher hopper.
- b) The Contractor and his men will work under technical supervision of Corporation officials i.e., Mines Manager and his representatives thereof.
- c) The Contractor is bound to follow the Mines Act and Mines Rules and regulations and other statutes and circulars issued there under applicable from time to time during the period of contract as already stipulated in Para 8 of terms and conditions of Part-III (A). Any statutory tax or duties being enforced during contract period by the concerned Authority shall be borne by the contractor.
- d) The work involves major operation of drilling, loading and transportation of Limestone and Shale. The drilling operations are required to be done by Contractor engaging his own machinery. The area for drilling, operations, drilling, parameter, selection of bench for drilling shall be decided by the Mines Manager or his representative as per the quality requirement of Limestone for the Plant. Contractor shall have no right of choice for change of the Bench or the drilling area on the bench and drilling parameter Drilling operation shall be done by complete wet drilling system as per DGMS circular. Every time contractor shall have one drilling face ready in advance drilled. If there is any generation of boulders after primary blasting, secondary drilling will also to be carried-out by Contractor only or by utilizing rock breaker.
- e) The work involves Hiring/Leasing of Heavy Earth Moving Machinery for Excavation with Loading and transportation of Overburden of Karankote Limestone mine and Karankote Shale mine after weighment at weighbridge and unloading at overburden dump or the site ordered by mines representative, lead distance with average 2.5 to 3.5 KM and 4.0 to 5.0 KM respectively upto unloading in Overburden Dump.
- f) At overburden unloading point overburden must be unloaded clearly downward and maintained dozing and leveling work of the overburden material with parapet wall formation as per norms.

- g) The work involves major operation of Excavation with Loading and transportation of Overburden of Karankote Limestone Mine and Karankote Shale Mine. The area for Excavation with Loading and transportation of Overburden shall be decided by the Mines Manager or his representative as per the requirement of Limestone and shale for the Plant. Contractor shall have no right of choice for change of area for Excavation with Loading and transportation of Overburden.
 - h) From loading point to dump area the road should be properly maintained by the contractor by deploying suitable machineries time to time .
- 2) **The contractual period is 02 (TWO) year and can be extendable for further period of one year with same quantity rate, terms and conditions.**

QUANTITY PER YEAR IS:

- i) **LIMESTONE : 10.0 Lacs (Ten Lacs) Metric Tonnes \pm 25%.**
- ii) **SHALE : 75,000 (Seventy five thousand) Metric Tonnes \pm 25%**
- iii) **Overburden Removal Quantity From Karankote Limestone Mine: 60,000 \pm 25%MT**
- iv) **Overburden Removal Quantity From Karankote Shale Mine :- 5,000 \pm 25% MT**

However, CCI reserves the right to divide the quantum of quantity of work in between two contractors @ 70:30 ratio basis and proportionately deployment of HEMM equipments etc., on the same ratio basis.

3) **VALIDITY OF CONTRACT:**

- a) **The period of contract is 02 year** from the date of issue LOI initially and contract is **extendable for further period of one year** with same quantity rate, terms and conditions at the discretion of CCI.
- b) Monthly schedule will be given by Mines Manager or his representative.
- c) A period of 15 days after issue of Letter of Intent/Work Order shall be allowed as mobilization time for shifting of equipments to our site.
- d) After mobilization of equipments, the contractor shall commence the work immediately.
- e) In case the Contractor is not able to complete the quantity awarded to them, then CCI, at its discretion, may extend the contract period for three month by levying the penalty. However, in case the Contractor is not able to complete the quantity within the stipulated time, for the reasons not attributed to them the Contract period may be extended for completion of contracted quantity without levying any penalty for three months.
- f) CCI can amend the quantity as \pm 25%. In case CCI desires to enforce + 25% the Contractor will be given proportionate additional time.
- g) In case of sale/disinvestments of CCI takes place during the contractual period, the contract shall be short closed by giving one month notice.
- h) Lead means the distance covered one side i.e., Mines face to Crusher hopper for Limestone and Mines Face to OB Dump for overburden. No payment will be made for return empty trip i.e. from crusher hopper to mines face or OB Dump to Mines face. No idling charges will be paid to the contractor in case non-utilization of machinery.
- i) The rate quoted shall be firm till the completion of contract. No escalation shall be applicable during the validity of the contact and its extended period except that of

change in the diesel rates. Any change in the diesel rates the escalation/de-escalation on the contract rate due to change in the price of diesel on completion of each year shall be applicable as per the following formula after receipt of the documentary evidence from the contractor. The escalation/de-escalation rate to be added/subtracted in the quoted rate and shall be applicable after each year. No escalation/de-escalation is applicable for 1st year.

Formula for price escalation/de-escalation on diesel cost will be as under:

Assuming diesel price at the time of issue of LOI = Rs.60.00 per liter

Assuming the diesel price after completion of one quarter = Rs.70.00 per liter

Percentage hike in the diesel rate = $\frac{(70-60)}{60} \times 100 = 16.67\%$

Calculation for the price escalation/de-escalation per MT =

$$\frac{100 \times 30 \times 16.67}{100 \times 100} = 5.0\% \text{ of contract value per MT.}$$

For price escalation/de-escalation calculation, diesel price of normal diesel of same company (HP/IOC) of the same locality on the date of reverse auction and on the date of completion of each quarter (three months) should be considered.

4) **MINING OPERATION:**

- a) The drilling, loading and transportation of the material is to be done mechanically only. No manual loading/un-loading will be permitted.
- b) The Contractor has to necessarily bring the drilling equipments to our site first before mobilization of other equipments so that after the completion of drilling, blasting is done for loading and transportation of blasted material.
- c) The limestone shall be un-loaded into the Crusher hopper only. The tipper driver shall move the tipper from the Crusher hopper only after it has been completely unloaded and the body of the tipper is completely brought down in its normal position to avoid dumping of material outside the Hopper which will affect the further placement and unloading of loaded tippers leading to idling of tipper at the crusher hopper top adversely affecting the progress of transportation of material.
- d) This will be the sole responsibility of the Contractor to clean clear and release the jamming of Crusher hopper and its surroundings either mechanically or manually as and when required.
- e) The Contractor shall maintain roads, faces, benches and clean workable conditions. After each blasting any spillage material shall be cleaned by the contractor mechanically by engaging dozer/JCB.
- f) Dust suppression to be carried out by engaging Water Tanker (truck mounted).
- g) The contractors has to break the boulders and to make them suitable for crusher feeding using rock breaker generated after blasting if any.
- h) If the contractor fails to do any of the above work which will be done by CCI by engaging its equipments and the charges will be deducted from the Contractor's running bills at the rate decided by CCI.
- i) The Contractor's operation shall be under supervision of Site-incharge duly authorized by the Contractor in writing. The Site-incharge shall remain always available at the site during the progress of work which will be carried out in two shifts i.e., from 6.00 AM to 2.00 PM and 2.00 PM to 10.00 PM which may be

reduced to 6.0 am to 6.0 pm as per the requirement of Corporation. The Site-in-charge at the beginning of each shift shall take tippers, any other mobile equipments and manpower inside the mine after such entry has been duly authorized by CCI Shift in-charge. The Site-in-charge shall ensure that all its equipments are registered at the Main gate Security at the time of starting of work and at the time of leaving of equipment after completion of work.

- j) Contractor shall have separate crew of operation for different shift for each Equipment.
- k) The Excavation with loading and transportation of the removal of Overburden and unloading at dump, leveling of dumps of Karankote limestone Mine and Karankote Shale Mine is to be done mechanically only.
- l) No manual loading/un-loading will be permitted.
- m) The Overburden of Karankote limestone mine and Karankote shale mine shall be unloaded into the designated Overburden dump only. The tipper driver shall move the tipper from the designated Overburden dump only after it has been completely unloaded and the body of the tipper is completely brought down in its normal position to avoid dumping of Overburden outside the Dump which will affect the further placement and unloading of loaded tippers leading to idling of tipper at the designated Overburden dump top adversely affecting the progress of transportation of Overburden.
- n) The Contractor shall maintain roads, faces, benches and clean workable conditions. Any spillage material shall be cleaned by the contractor mechanically by engaging dozer/JCB.
- o) Overburden Removal from Karankote Limestone Mine and Karankote Shale Mine will be done preferably when plant is under Shutdown/maintenance and as per requirement of the corporation.
- p) Making of any road in the Mining lease hold area and magazine road from crusher to magazine (explosive stocking godown).
- q) Regular Maintenance of any road in the Mining lease hold area and magazine road from crusher to magazine (explosive stocking godown) like dozing, cleaning of trees/bushes/branches/etc filling up with crushed chips of limestone.
- r) Liaison with statutory officials like DGMS, IBM, DMG, ADMG, PESO, Labour Officers etc to avoid the violation and any unwanted burden to the corporation from statutory bodies time to time.
- s) The Contractor will be liable for Installing, Maintaining and operation of Electronic Weighbridge with his own manpower only, No manpower of Mining department will be provided for operation. Supply of all materials weighbridge operation and maintenance will be provided by contractor.

5) **HEMM EQUIPMENTS:**

- a) Loading equipment are to be Crawler mounted only with back-hoe attachment it should have heavy duty bucket, capacity of 1.9 m³ or above, like Hitachi- 300, PC-300 etc.
- b) The deployment of equipment such as drilling machine, loading machine, dumper/tipper etc., will commensurate with the quantity of work indicated to be completed on daily basis working.
- c) The equipment supplied by the Contractor should be in good working condition and safe in operation.

- d) The Contractor should have their own maintenance facilities. Space outside the Mines shall be provided by Corporation free of cost.
- e) The following statutory requirements laid by the DGMS shall be fulfilled/complied.
 - i) All equipments/ Machineries engaged in the mine shall be audited/inspected by a team consisting of Mine officials and Contractor's technical personnel for their suitability before engaging in the mine
 - ii) The Contractor shall produce its tippers at Mine site office fortnightly for checking/inspection by competent person (Incharge HEMM) for brake, steering and lights. Other equipments shall be checked at Mines face and entries will be made in bound page book.
 - iii) As per 'Code of Traffic Rules', the Contractor tippers shall not indulge in over speeding and shall not over- take any vehicle moving in front of it and shall maintain a minimum distance of 25 meters from the vehicle moving ahead of it.
- f) A copy of the 'Code of Traffic Rules' shall be provided to the contractor before starting the work.
- g) Operators of machineries must possess valid driving /operating licences.

6) MEASUREMENT OF WORK:

- a) Measurement of work/quantity on basis of which payment will be released shall be as per weighment for limestone raising, shale raising, overburden removal of limestone mine, overburden removal of Shale mine.
- b) 100% weighment is to be carried out by the Contractor at weighbridge for loaded trip and the tare weight of particular tippers shall be recorded once in a day, preferably the 1st trip will be considered for the day for tare weight.
- c) Weighbridge should have automatic printing of weighment slip, in case weighbridge software issue /weighbridge of Contractor is under breakdown the number of tippers of the contractor carrying the load will be counted and weight will be fixed by taking average five on the basis of random sample weighment to be done at our weighbridge of inside plant for 20% of the trips for day and the tare weight of particular tippers shall be recorded on (each trip/ once in a day) depending upon software. No extra payment will be released for this. In case of non fulfilment of average five weighment, payment will be done on the basis average five weighment multiplied by no of trips.
- d) Omitted
- e) Before starting the loading operation in First shift and Second shift tare weight is to be taken for all the vehicles which will be applicable for the particular shift of the day.
- f) The print the trip slips as per Proforma of CCI with serial number. They will be sent in triplicate through the driver of the tipper in each trip of Limestone. Before the tipper reaches Limestone crusher hopper, the trip slip will be produced to the Contractor representatives who will sign on all the copies (in triplicate) of trip slip and also make entry of each trip in a register to be maintained by him. Thereafter, the tipper driver will go to Limestone hopper for unloading after weighment through weighbridge and tipper driver handover the all copies of slips to the Security guard of CCI at the Hopper. The Security guard will sign all the three copies of slips,

retain two copies with him for CCI records and give back one slip to the tipper driver for contractors records. The Security department will handover all the trip slips so collected from tipper driver after unloading of the material to Mining department by end of each Shift daily. The trip slips signed duly both the Contractor representatives and Security guard shall form the basis for passing of Contractor's bill. The total daily trips summary at the end of day will be signed by Mining representative in a register maintained by Contractor.

- 7) **PENALTY:** The shortfall in month wise schedule of quantities shall be calculated quarterly. The contractor will pay penalty of Rs.1/- per MT (Rupees One only) of shortfall from quarterly quantity. If there is delay due to breakdown etc., of CCI machines or reasons due to CCI, the contractor will not be penalized to that extent.

- 8) **PAYMENT:**

Bills should be submitted to HOD (MINING), CCI- Tandur Cement Factory once in 15 days (Fifteen days). Payment will be made normally within 07 days from the date of submission of bill, subject to submission of complete documents alongwith bill. The GST and other allied statutory taxes are applicable from time to time till completion of contractual period. The contractor has to register with GST authorities and submit a copy of the same along with tender documents.

9.1 **EQUIPMENTS TO BE DEPLOYED**

Contractor shall bring all equipments comprising set of equipments on the day of starting the Work. Set of minimum equipment to be deployed by Contractor shall be as under. In case of splitting of tender quantity and machineries into two parties in **70:30** ratio the proportionate numbers of equipments also spit between two parties **in annexure F**.

Sl. no.	Name of equipment	In Case of 70% Quantity in nos	In Case of 30% Quantity in nos	In Case of 100% Quantity in nos
01)	Loading equipments i.e., Excavator with back hoe attachment Bucket Capacity 1.9 M ³ or above (type of equipment like PC-300, L&T-300, Hitachi-300, Komatsu- 300 etc., or of bigger capacity) with AC Cabin	02	01	03
02)	Transport equipments with 25 to 30 MT capacity (tippers) with AC Cabin	9	4	13
03)	Drill Machine 115 mm dia Crawler mounted with wet drilling system with AC cabin	1	1	01
04)	Light duty dozer/ dozer for face / road cleaning	1	1	01
05)	Water Tanker mounted on truck (6KL capacity)	1	1	01
06)	Rock breaker	1	1	01
07)	Electronic weighbridge of 80 tonne of schenck/avery make having 16 x 3 mtr with guard rails/channel rails with all accessories for operation and maintenance.	1	1	01

Note : 1) L2 Party has to deploy at least one number of equipment or in proportionate of quantity of Equipments shown in the table.

In case of weighbridge L2 party may carry out the operation with L1 party with mutual agreement and the agreement copy must be submitted to Mining Office before commencement of work considering the followings.

1a) Installation of Weighbridge: The weigh bridge shall be installed by L1 who is executing 70% of quantity. In case of spilling of tender quantity 30% of the invoice cost of Weigh Bridge shall be borne by the agency executing 30% of quantity. In case no such second agency, the entire cost of installation of weigh bridge shall be borne by L1. After conclusion of contract weigh bridge along with all accessories shall be handed over to CCI in running conditions.

1 b) Operation and Maintenance of Weighbridge: In case of spilling of tender quantity, cost of operation, maintenance etc is to be bifurcated by L1 and L2 or L3 @ 70: 30 ratio. In case no such second agency, the entire cost of operation; maintenance etc of Weigh Bridge shall be borne by L1.

2) Detail Specification of weighbridge accessories: 80MT capacity fully electronic pit type weighbridge with latest IT and Printer, weighing indicator matching ISO standards with platform size 16m X 3m, minimum 6 nos load cell, ultimate earthing with latest window based software and option to convert data into pdf format to transfer files for reporting, automatic weight transfer to computer to weigh indicator. Customized report option wise, date wise, shift wise, party wise, vehicle wise, material wise, etc. User friendly programme, Unlimited memory(10 TB) auto slip no, compatible to dot matrix and laserjet printer, data backup and restore facility, ERP system, POP data for direct selecting party name and material name. Capable of generating MIS report such as vehicle wise, customer wise, product wise, truck wise, shift wise, day wise, fortnight wise, month wise, Flexible reports exportable to Excel format and other format. With High speed Internet Connectivity. Cabin with desired fittings. 24*7 UPS to be installed by contractor.

3) Location for installing the weighbridge is as per discretion of CCI management.

- 9.2 All the machines/equipments should not be older than 05 years for owned equipment and 03 years for lease hold equipments. Minimum 50% should be Owned Equipments/ HEMM Machineries.
- 9.3 All equipments mentioned in the tender should be either owned by the tenderer or the tenderer must have the right of possession of the same. Documentary evidence for ownership/ possession & for the capacity of the equipments are to be enclosed with tender documents. The Contractor should have their own maintenance facilities for which, space will be provided at the site by CCI.
- 9.4 The HEMM being deployed by the contractor should be good conditioned and not to be aged/out dated.
- 9.5 The HEMM being deployed for execution of the contractor should be maintained properly/thoroughly and daily checks as per norms/procedure to be made invariably.
- 9.6 Daily check register be maintained for the HEMM deployed by the Contractor and qualified Engineer (HEMM) be signed on day to day basis positively.
- 9.7 Periodical check report and maintain report for the HEMM being deployed for execution of the contract be made from authorized service center/OEM and its report be submitted.

- 9.8 Employees working with Contractor should have the basic training on Mines Safety norms. They should also be required training from time to time as per statutory norms.
- 9.9 Employees working with contract should have required medical check up as per form “O” from Medical Officer as per statutory norms.
- 9.10 Operators engaged/appointed by the Contractor should have valid HMV license holder and also required relevant valid insurance also. These are to be submitted before starting the work.
- 9.11 Contractor must issue identity card to his employees engaged for the execution of the contract. If they are not having the identify card they will not be allowed into the mines and treated as unauthorized persons. The same should be made under the supervision of Mines Manager or his authorized representatives.
- 9.12 All equipments mentioned in the tender should be either owned by the tenderer or the tenderer must have the right of possession of the same. Documentary evidence for ownership/possession & for the capacity of the equipments are to be enclosed with tender documents. The contractor should have their own maintenance facilities for which, space will be provided at the site by CCI Ltd, Tandur Cement Factory at Mines premises.
- 10.0 Mine Faces and Overburden Face allotted to the contractor shall be cleared by engaging dozer by him.

11.0 OTHER COMMERCIAL TERMS AND CONDITIONS

- 11.1 CCI reserves the right to divide the work between two Contractors for speedy execution and the quantum of work to be allotted will be **70:30** ratio. Each contractor has to deploy separate set of equipments as per clause 9.1 of part III (B).
- 11.2 In case existing contractor fails to perform to the satisfaction of the Corporation, the Corporation may place adhoc order simultaneously or at any time during the period the contract with one or more tenderer(s) for such quantity and for such jobs as the Corporation deem fit at the risk and cost of the existing Contractor / Contractors.
- 11.3 Normally no price negotiation will be conducted. Tenderers are advised to quote most competitive rates. However, Corporation reserves the right to negotiation when quoted rate received on the higher side.
- 11.4 The rates accepted shall remain firm during the tenure of this contract and no increase will be allowed on this account whatsoever it may be. However if any rates received are lower than the existing rate for the similar nature of work, the lesser rate/s are applicable to this contract also, the same may kindly be noted by the contractor.

- 11.5 In case of the due date of sale/submission/opening of tender falling on Government holiday(s), the succeeding working day / date will be treated as due day / date automatically. However, the time will remain unchanged.
- 11.6 In case, if any accident takes place during operation/execution of contract at our premises either with HEMM or with manpower of contractor, all the relevant expenditure ie Survey, Compensation, TA, transportation charges, insurance liaison with concerned authorities etc will be on contractors account only, meaning thereby totally expenditure/responsible lies on the part of the contract.
- 12.0 **EARNEST MONEY DEPOSIT:**
- a) For this contract EMD is Rs..2,00,000/- (Rupees Two lakhs only) to be submitted as per clause No.1.1 to 1.4. of Part-II General Terms and Conditions.
- b) All the tenderers including those registered with the Corporation should furnish earnest money deposit, as specified, by way of RTGS only in favour of Cement Corporation of India Limited, payable at State Bank of India, Karankote Branch. Tenders received without the Earnest Money Deposit, as specified in the tender, will be liable for rejection. Any other money held by or pending with the Corporation against any other contracts will not be generally adjusted/treated as EMD for this tender.
- 13.0 **SECURITY DEPOSIT:**
- Successful bidder shall deposit security money @ 5% of Contract value within 15 days of issuance of LOI/Work order. Successful tenderer(s) shall have to furnish a Security Deposit in terms of Clause No. 2.0 to 2.9 of Part- II general terms and conditions of the tender documents for satisfactory completion / performance of the contract.
- 14.0 **ACCOMMODATION:**
- Accommodation may be provided on chargeable basis as per the discretion of the Corporation. After necessary undertaking given by contractor stating that whenever the same is required by CCI Management Contractor shall vacate the same failing which all contractor payments will be withheld including SD without assigning any reason till vacation of the accommodation.
- 15.0 In the event of negotiations, only downward revision of rates will be allowed. Any change in techno commercial terms as agreed earlier, will not be permitted at this stage. Hence any qualifying remarks in the price bid revised/negotiated offer will not be entertained.
- 16.0 In case of plant is required to be stopped in long term i.e. more than 15 days, necessary intimation will be given to contractor well in advance. Under no

circumstances, whatsoever, shall the contractor be entitled to any compensation from the Corporation or any account nor will the Corporation entertain any claim for compensation except for the work done under this contract.

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