



Cement Corporation of India Limited
(A Govt. of India Enterprise)
An ISO 9001:2015 Certified Company
CIN – U74899DL1965PLC004322
Dillai Parbat Limestone Mines
Bokajan Cement Factory – 782 490
Dist. KarbiAnglong :: Assam

Phone 03675 – 246106/246109 Fax No. 03675-246107

E-mail ID: bokajacementmines@gmail.com & bokajacement@gmail.com

NOTICE INVITING E-TENDER (NIT)
(Only through e-tender)

1.0 Online electronic bid through Electronic Tendering system (ETS) are invited from contractors/agencies having adequate experience in drilling, excavation with loading and transportation of limestone and overburden at Dillai Parbat Limestone mines, Bokajan Cement Factory, Karbi Anglong, Assam. The contractor should be sufficient experience and experienced manpower & resources etc. to take up the above work.

The complete set of tender documents is available on websites www.cementcorporation.co.in and www.mstcecommerce.com/eprochome/cci of MSTC Ltd.

Tender No.	BKJ/Q/Tender/OB-LS/N-BLOCK/16-17 Dated:22.03.2017
Mode of tender	e-tender system (Online Part-A Techno-commercial Bid and Part-B Price Bid) through www.mstcecommerce.com/eprochome/cci of MSTC Ltd.
E- Tender No.	CCI/Bokajan/5/16-17/ET/38
Date of NIT available to parties to download	From 27-03-2017 (10:00 hrs.)
i. Earnest Money Deposit ii. Tender fees iii. Transaction fees	Rs.50,000/- In the form of DD/FD/BG in favour of Cement Corporation of India Ltd. Payable at SBI, Bokajan (02028) SSI unit registered with NSIC and Public Sector undertaking are exempted from furnishing EMD. Rs. NIL. Rs. 17,250/- (Including service tax & other charges) payment of transaction fee by NEFT in favour of MSTC Limited (refer clause. No. 4 of Annexure-I). Access to bid shall be provided to bidder only after realization of correct transaction fee at MSTC end.
Last date of submission of EMD and other documents required as per tender terms and conditions under covering letter (Annexure –II) in Hard copy (ies)	
Last date of submission of Transaction fee through RTGS in favour of MSTC Limited, Kolkata	Three working days before the last date of closing of online bidding for the e-tender.
Date of starting of e-tender for submission of on line Techno-commercial Bid and price bid at www.mstcecommerce.com/eprochome/cci	From 27-03-2017 (10:00 hrs.) Till 05-05-2017 (14:00 hrs)
Date & time of opening of Part-A (i.e. Techno-commercial Bid) Part-B price bid date of opening of price bid shall be informed separately	05-05-2017 at 15:00 hrs. To be communicated separately.
Validity of bids.	120 Days from the date of the techno-commercial bid opening.

Offer is invited for the Drilling, Loading & Transportation of Overburden and Limestone from in and around N- Block at Dillai Parbat Limestone Mines, Bokajan Cement Factory.

Tender Enquiry No.	Name of the Items	Quantity
1. BKJ/Q/Tender/OB-LS/N-BLOCK/16-17	Tender for Drilling, Loading & Transportation of overburden (3.50 Lakh MT \pm 20%) and Limestone (1.75 Lakh MT \pm 20%) from in and around N-Block at Dillai Parbat Limestone Mines in 12 months	<p>01. Loading & Transportation of Overburden after weighing at N- Block contractor Electronic Computerized weighbridge from in & around N- Block up-to 1 KM distance (With other associated activity) : 3.50Lakh MT \pm 20%</p> <p>02. Loading & Transportation of Limestone after weighing at N-Block contractor Electronic Computerized weighbridge from in & around N-Block up-to 4 KM distance (With other associated activity): 1.75Lakh MT \pm 20%</p> <p>03. Rehandling of Limestone from Stock Yard to Crusher Hopper within 500 mtr. per MT : 44,000 MT \pm 20%</p>

1. Only those tenders will be considered who fulfill the Pre Qualification Conditions mentioned in the tender documents.
2. Only those tenders shall be considered who deposit the earnest money and tender cost & transaction 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 Annexure

The tender documents comprise of following:-

Annexure- I	Important instructions to Bidders
Annexure- II	Covering letter which must be submitted by tenderer duly filled in
Annexure- III	Part-I, Important Instruction to tenderers
Annexure- IV	Part-II, General terms & Conditions
Annexure- V	Part-III, Special terms and conditions
Annexure- VI	Price-Bid Proforma to be submitted duly filled in online as Part-B. Cost break up quoted may also be furnished.
Annexure – A, B,C,D,E,F & G	

Important instructions for E-procurement

This is an e-procurement event of CEMENT CORPORATION OF INDIA. The e-procurement service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700 020.

You are requested to read the terms & conditions (Annexure- II, III, IV, V & VI) 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 :</p> <p>A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. 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. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/cci</p> <p>1). Vendors are required to register themselves online with www.mstcecommerce.com→e-Procurement→Psu/Govtdepts→CCI→Register as Vendor Filling up details and creating own user id and password→ Submit.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>In case of any clarification, please contact CCI/MSTC, (before the scheduled time of the e- tender). Contact person (Cement Corporation of India Ltd.):</p> <table border="0"><tr><td>1. Mr. Sharad Kumar HOD(Mines) Dillai Parbat Limestone Mines Ph. No. 09435719500. E-mail ID : bokajancementmines@gmail.com</td><td>2. Mr. R K Jha HOD(MM) CCI Bokajan Phone No.03675-246109 Email ID: bokajanmm@gmail.com</td></tr></table> <p>Contact person (MSTC Ltd):</p> <table border="0"><tr><td>1. Mr. ArindamBhattacharjee Deputy. Manager (E-commerce) MobileNo:09330102643 Email-arindam@mstcindia.co.in</td><td>2) Mr. Sabyasachi Mukherjee Junior Manager (E-commerce) Mobile- 07278030407 Email: smukherjee@mstcindia.co.in Landline:03322901004</td></tr></table> <p>3. Ms SumonaMaity Management Trainee Mobile no-9831155225 Email- smaity @mstcindia.co.in</p> <p>B) System Requirement:</p> <ul style="list-style-type: none">i) Windows 98 /XP-SP3 & above/Windows 7 Operating Systemii) IE-7 and above Internet browser.iii) Signing type digital signatureiv) JRE 7 update 79 software to be downloaded and installed in the system. <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level</p> <p>THE VENDORS ARE ADVISED TO GO THROUGH THE <u>VENDOR GUIDE</u> AND THE VIDEO AVAILABLE UNDER <u>VIEW VIDEO</u> LINK AT www.mstcecommerce.com/eprochome FOR GENERAL GUIDANCE ABOUT THE BROWSER CONFIGURATION AND JAVA SETTINGS. THE COMPREHENSIVE VIDEO GUIDE ASSISTS THE VENDORS THROUGH THE WHOLE PROCESS FROM BROWSER CONFIGURATION TO DOWNLOADING THE CORRECT VERSION OF JAVA AND CONFIGURING IT.</p>	1. Mr. Sharad Kumar HOD(Mines) Dillai Parbat Limestone Mines Ph. No. 09435719500. E-mail ID : bokajancementmines@gmail.com	2. Mr. R K Jha HOD(MM) CCI Bokajan Phone No.03675-246109 Email ID: bokajanmm@gmail.com	1. Mr. ArindamBhattacharjee Deputy. Manager (E-commerce) MobileNo:09330102643 Email-arindam@mstcindia.co.in	2) Mr. Sabyasachi Mukherjee Junior Manager (E-commerce) Mobile- 07278030407 Email: smukherjee@mstcindia.co.in Landline:03322901004
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2.	<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) whose 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 best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and 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.	<p>Special Note towards Transaction fee: PAYMENT OF Transaction fee BY RTGS in favour of MSTC Limited .The Bank details, format etc for sending Transaction fee by RTGS to MSTC is detailed below</p> <p>Bank Details : Axis Bank ,Shakespeare Sarani Branch Account Details : Axis Bank A/c.No.005010200057840 IFSC Code No. : UTIB0000005.</p> <p>“The vendors shall enter the transaction fee details by using the “Transaction Fee Entry” Link under “My Menu” in the vendor login. The vendors have to select the particular tender in which they want to participate against the transaction fee by clicking on the tick box at the right and then Clicking on the “Submit” Button at the bottom of the page. Then the page appears where the vendors are required to fill up the transaction details, namely the UTR No, Date Of Transaction, and the Remitting Bank in the given fields and then click on the “Confirm Button“.</p> <p>NOTE : The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.</p> <p>Contact Details : Fax No. : 033- 22831002 Email ids: sanjibpoddar@mstcindia.co.in, arindam@mstcindia.co.in, rpradhan@mstcindia.co.in, smukherjee@mstcindia.co.in& smaity@mstcindia.co.in.</p> <p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party’s account will not be accepted. Transaction fee is nonrefundable.</p> <p>In case of failure to access the payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p>
5.	<p>In case of failure to access the payment towards cost of tender document & EMD for any reason, the vender, in term, will not have the access to on line e-tender and no correspondence in this respect will be entertained and CCI will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of tender fee and EMD through separate DD well in advance and verify completion of transaction in respect of tender fee and EMD.</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 <i>Attach Document</i> link against the particular tender. For further assistance please follow instructions of vendor guide.</p>
6.	All notices 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 MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
7.	E-tender cannot be accessed after the due date and time mentioned in NIT.
8.	<p>Bidding in e-tender:</p> <ol style="list-style-type: none"> Bidder(s) need to submit necessary EMD, Tender fees (If ANY) and Transaction fees to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by CCI. The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.

	<p>c. The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → Psu/Govtdepts → CCI → Login → My menu → Auction Floor Manager → live event → Selection of the live event → → Commercial specification (common terms)----save---then Techno Commercial Bid.</p> <p>d. The bidder should allow to run an application (encryption applet) by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.</p> <p>e. After filling the Techno-Commercial Bid, bidder should click ‘save’ for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on “save” to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the “Submit” button to register their bid</p> <p>NOTE: - The Techno-Commercial Bid & price bid cannot be revised once the submit button has been clicked by the bidder.</p> <p>a. In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>b. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</p> <p>c. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>d. All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter SUPPLIER.</p> <p>e. 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>f. 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>g. 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>h. 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.	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature
11.	CCI has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
12.	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/cci of MSTC Ltd.
13.	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.
14.	The bid will be evaluated based on the filled-in technical & commercial formats.
15.	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, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.

(TO BE FILLED IN BY THE TENDERER)

Ref.:-

Date:-.....

**To,
THE HOD (MINING)
CEMENT CORPORATION OF INDIA LIMITED,
BOKAJAN CEMENT FACTORY – 782490,
DIST.- KARBI ANGLONG (ASSAM).**

Sub.:- Submission of On-line Tender for Drilling, Loading & Transportation of Overburden (3.50 Lakh MT ± 20%) and Limestone (1.75 Lakh MT ± 20%) from in and around N- Block at Dillai Parbat Limestone Mines in 12 months.

Ref.:- Your Tender Notice No.- BKJ/Q/Tender/OB-LS/N-BLOCK /16-17

Date:- 22.03.2017

Dear Sir,

With reference to your tender for the subject work, we/I hereby submit our/my tender on-line in two parts i.e. Part-A (Techno-Commercial Bid) and Part-B (Price-Bid) as per NIT and instruction in the tender documents.

Part-A: Techno-Commercial Bid:**(a) On-Line Submission (Soft Copy)**

The following documents duly filled in, signed digitally and stamped are up-loaded on-Line through www.mstcecommerce.com/eprochome/cci of MSTC Ltd.

1. Copy of covering letter (Annexure –II)
2. Your terms and conditions in Part I, II & III duly signed digitally and stamped on each page in token of acceptance of the same in its entirety.
3. Proforma of Bank Guarantee for EMD (Annexure-A)
4. Certificate whether any officer of your Corporation is related to me/us or not (Annexure-B)
5. Detail of orders executed, including CCI during last 3 years & unexecuted orders in hand as per (Annexure-C)
6. List of HEMM equipment with Registration number (Annexure-D)
7. Format for Addl. Information to be furnished by the Tenderer (Annexure-E)

(b) Off-Line submission (Hard Copy)

The following documents duly signed and stamped are enclosed here with.

1. Earnest money of Rs. 50,000/- (Rupees Fifty thousand) in the form of FD/Bank Draft /BG in favour of Cement Corporation of India Ltd., payable at SBI Bokajan (02028).
2. A copy of our/my Latest Income Tax Return and PAN card.
3. Partnership Deed/Memorandum of Articles of Association by partnership firms/companies duly attested. In case of partnership deed, the same is registered/not registered.
4. Copies of Performance Reports from the Customers.
5. Copy of foreign collaboration, if applicable.
6. Reference from the Bankers indicating Financial status of the Company
7. Copies of orders/contracts under execution and executed including CCI during last three years.
8. Photocopy of the letter of allotment of Service Tax Registration no. for the relevant work.
9. The tender terms and conditions in Part I, II & III duly signed digitally and stamped on each page in token of acceptance of the same in its entirety.

Part-B: Price bid: submitted on-line as per "PRICE BID" format.

If we/I fail to commence the work specified above and to give our/my confirmation of acceptance of work in writing within fifteen (15) days of being asked to do so, we/I agree that the Corporation shall be, without prejudice to any other right or remedy, at liberty to forfeit the entire Earnest Money without reference to us/me. Otherwise, the said Earnest Money shall be reverted by the Corporation towards Security Deposit. We/I agree that the Corporation will forfeit the Earnest Money if the offer given is modified/withdrawn within the validity period or extended period by us/me.

We/I further agree to execute all the work referred to in the said documents on the terms & condition contained or referred to therein and as detailed in the above documents and to carry out such deviations as may be desired by the Corporation or its authorized representative.

We/I are/am fully aware of the status/law/rules in connection with above mentioned work. We/I agree to abide by the statutory provisions applicable to you.

We/I hereby declare that we/I have not been debarred from tendering contracts in any of the Departments of Governments, semi-Government and local authorities.

We/I also certify that the information given by us/me in the tender document is correct and if at any stage the same is found to be in-correct, the contract will be terminated/rescinded and action should be taken against us/me by the corporation for damages.

We/I are/am fully authorized/empowered to sign all the documents on behalf of our/my firm/company.

(Note strike out whichever is not applicable)

- (A) NAME OF THE TENDERER :
(I'N' BLOCK LETTERS)
- (B) FULL POSTAL ADDRESS :
- (C) E-MAIL ADDRESS :
- (D) PHONE NUMBER : RESIDENCE :
- (E) FAX NO. : OFFICE :

Yours faithfully,

Place :

Date :

(SIGNATURE OF TENDERER WITH SEAL)

WITNESS:

- (1) Place :
Date :
- (2) Place :
Date :

CEMENT CORPORATION OF INDIA LIMITED
BOKAJAN CEMENT FACTORY – 782490
DIST.- KARBI ANGLONG :: ASSAM

PART – I : INSTRUCTION TO TENDERS

1. GENERAL:

The Tender should be addressed to the officer who invited the tenders. Any offer made in response to this tender, when accepted by the Cement Corporation of India Ltd., will constitute a contract between the parties.

2. SUBMISSION OF TENDER:

- 2.1** Two-Part Bid procedure in electronic form shall be adopted for preparation, submission and evaluation of the bids. The bid submitted should be digitally signed by the bidder. Soft copy of the bids (Techno-Commercial and Price Bid) shall be uploaded through the portal www.mstcecommerce.com/eprochome/cci on or before the submission time and date as stipulated in the bidding document. The bidder shall prepare the bid and submit the bid online on “Electronic Tendering System” in the following manner.

Part-A: Techno-Commercial Bid:

- (a) Online Submission (Soft Copy):** The following documents duly filled in, signed digitally and stamped to be uploaded on-line through www.mstcecommerce.com/eprochome/cci of MSTC Ltd.
- i.** The scanned copy of covering letter (Annexure –II)
 - ii.** The tender terms and conditions Part-I,II & III duly signed digitally and stamped on each page as token of acceptance of the same in its entirety.
 - iii.** Proforma of Bank Guarantee for EMD (Annexure-A)
 - iv.** Certificate whether any officer from corporations is related to me/us or not(Annexure-B)
 - v.** Details of order executed, including CCI during last three years & unexecuted order in hand (Annexure-C)
 - vi.** List of HEMM Equipment with Regn. No. (Annexure-D)
 - vii.** Formats for Additional Information to be furnished by the tenderer (Annexure-E)

(b) Offline submission (Hard Copy)

The following documents duly signed and stamped are to be submitted off-line:-

- i.** The covering letter (Annexure-II) duly signed and stamped in original.
- ii.** EMD money of Rs. 50,000/- (Fifty thousand) in the form of DD/FD/BG (as per format) in favour of Cement Corporation of India Ltd. payable at SBI Bokajan (02028).
- iii.** A copy of latest income tax return and PAN card
- iv.** Partnership Deed/Memorandum of Articles of Association by partnership firm / companies duly attested. In case of partnership deed, the same is registered / not registered.
- v.** Copies of performance report from the customers
- vi.** Copy of foreign collaboration, if applicable
- vii.** Reference from the Bankers indicating Financial status of the Company
- viii.** Copies of orders/contracts under execution and executed including CCI during last three years.
- ix.** Photocopy of the letter of allotment of Service Tax Registration no. for the relevant work.
- x.** The tender terms and conditions in Part I, II & III duly signed digitally and stamped on each page in token of acceptance of the same in its entirety.

PART-B: Price Bid to be submitted on line as per “Price Bid” format only.

2.2 Other conditions:

- i) The tenderer has/have to declare that he/they have not been debarred from tendering for contracts in any of the departments of Govt./Semi Govt./Public Sector Undertaking and Local Bodies.
- ii) The tenderer has to certify that the information given by him/them 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 him/them by the Corporation for damages.
- iii) In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof. In the event of the absence of any partner, it must be signed on his behalf by a partner holding power of attorney authorizing to do so.
- iv) In the case of a company, the tender should be signed in the manner as laid down in the said Company’s Article of Association.
- v) A true copy of the partnership deed (and Articles and Memorandum of Company) duly attested should be furnished.
- vi) Tenders received after the specified time & date are liable for rejection.
- vii) Tenders not submitted in the prescribed formats and not completed in all respect are likely to be rejected.
- viii) Tenderers shall not be entitled to claim any costs, charges, expenses or Incidentals for or in connection with the preparation and submission of their tenders even though the Corporation may decide to withdraw the “Invitation of Tender” or reject any/all tender(s) without assigning any reasons thereof.

3. OPENING OF TENDER:

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.

Part-B : Price bid will be opened electronically of only those bidder(s) whose 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.

4. CLEAR UNDERSTANDING:

When a tenderer submitted his tender in response to the tender document he will be deemed to have understood fully about the requirement, terms & conditions. No extra payment will be made or any other claim whatsoever entertained on the pretext that the tenderer did not have a clear idea of any particular point(s).

5. VALIDITY OFFER:

Tenders shall remain open for acceptance for four (04) months or as be specified from the actual date of opening of commercial bid. No revision/modification on the tendered rate will be allowed during the period of original validity of tenderer the extended period except for any reduction/revision as may be asked for specifically by CCI during negotiations.

6. REFERENCE LIST:

The tenderer(s) should submit along with their(s) the list of unexecuted orders in hand, if any, for the same/similar jobs and period by which jobs are proposed to be completed (proforma enclosed at Annexure – C).

7. AWARD OF CONTRACT:

- A. The corporation reserves the right:
- i) To accept in its sole and unfettered discretion any tenderer for whole or part quantities/part work or to reject any or all tenders without assigning any reasons therefore and without entitling the tenderer to any claims whatsoever.
 - ii) To award the contract to one or more number of firms, either on equal price or on different prices.
 - iii) To enter into parallel contracts simultaneously or at any time during the period of contract with one or more tender(s) as the Corporation may deem fit.
 - iv) To place ad-hoc order simultaneously or at any time during the period of contract with one or more tender(s) for such quantity and for such jobs as the Corporation may deem fit.
 - v) The firms, which have failed to fulfill earlier contractual obligations, may not be considered.
- B. If no separate agreement has been signed by the parties to the contract, the LOI/Order resulting this tender including all negotiations and detailed order to be issued subsequently, with its terms & conditions and stipulations as agreed to by the tenderer and to the extend modified during negotiation, constitutes the contract agreement relating to the work between the successful tenderer and the Corporation and the parties shall be bound by the terms & conditions and all provisions of this contract.
- C. The Corporation does not bind itself to accept the lowest or any tender or to assign any reason for non-acceptance of the same.
- D. The Corporation shall mean and include the administrative and executive officers of its Corporate Office at New Delhi as well as of factories/projects as the case may be who are identified to deal with matter relating to this contract on its behalf.
- 8.** The tenderer should be well experienced in the line of work under consideration. In proof of the same, the tenderer should furnish documentary evidence such as Xerox copies of W.O.S. executed by him for the past three (03) years in public sector/Reputed Private Sector units for the works of similar nature. Certificate of satisfactory performance of works issued by them can also be considered. The tenderer should have required personnel, Machinery, Financial soundness so as to be competent and capable for the job under consideration.
- 9.** Offers without the documents mentioned above (to be furnished with the commercial bids) are liable for rejection.

CEMENT CORPORATION OF INDIA LIMITED
BOKAJAN CEMENT FACTORY – 782490
DIST.- KARBI ANGLONG :: ASSAM

PART – II : GENERAL TERMS & CONDITIONS OF THE CONTRACT

1.0 EARNEST MONEY DEPOSIT:-

- 1.1** All tenderers including those registered with the Corporation should furnish Earnest Money Deposit of ₹ 50,000/- by way of DD/FD/BG in favour of Cement Corporation of India Ltd., payable at STATE BANK OF India, BOKAJAN (CODE NO.- 2028). Any other money held by or pending with the corporation against any other contract will not be adjusted/treated as EMD for this tender.
- 1.2** Earnest Money will be forfeited if the rates are revised or modified upwards during the validity period or extended period. Earnest Money will also be forfeited if within 30 days of the written orders asking the contractor to start but work not started after acceptance of the tenderers offer by CCI.
- 1.3** If work is not started after acceptance of tender/offer and depositing of security deposit, the EMD will be forfeited.
- 1.4** The Earnest Money Deposit will not bear any interest. For unsuccessful of the tenderer the EMD will be refunded immediately after finalization of the tender.
- 1.5** The Earnest Money Deposit of successful tenderers deposited in the form of DD, would be adjusted towards the portion of the Security Deposit and that of others will be refunded, except in the cases mentioned in 1.2 above.
- 1.6** Public Sector Undertakings (Central/State) and SSI Units registered with NSIC are exempted from submission of Earnest Money Deposit. The SSI Units shall furnish a documentary proof to the effect that they are registered with NSIC along with the tender document.

2.0 SECURITY DEPOSIT:-

- 2.1** The amount of Security Deposit as specified in the terms and conditions of the tender shall be deposited @ 5% of the contract value by the successful tenderers within 15 days of acceptance of offer or as per advice of the Company.
- 2.2** Failure to furnish security deposit in accordance with the conditions of the tender within 15 days of the award of the contract or as advised alternatively, will be considered to be breach of contract, which would give the Corporation the right to terminate the contract and forfeit the EMD amount for such breach of contract. The Corporation will also be entitled to take any other course of action against the successful tenderer as it may deem fit like stoppage of business dealings/debarring from tendering etc.
- 2.3** The security deposit may be made either by Bank Draft or Bank Guarantee in favour of Cement Corporation of India Ltd., Bokajan (Branch Code No.- 2028) from a scheduled Bank in the prescribed form valid for a period of 6 (Six) months beyond the date of completion of contract. The earnest money deposit in the form of Bank Draft will be adjusted towards portion of security deposit, in the case of successful bidder.
- 2.4** In the event of any approved upward revisions in the value of the contract, the successful tenderer will, on receiving intimation shall make further deposit as specified by the Corporation towards the increased value of the contract.

- 2.5** The security deposit will not bear any interest. The Corporation reserves the right to adjust Security Deposit towards any amount due to it from the successful tenderer and in such an event the successful tenderer on receipt of notice from the Corporation shall make, further deposit to restore the Security Deposit to the full amount.
- 2.6** The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Corporation, should the successful tenderer either fail to complete the jobs assigned to him/them as per agreed time schedule or to fulfill his/their contractual obligations or to settle in full his/their dues to the Corporation.
- 2.7** The Corporation is empowered to deduct from the Security Deposit or from any other outstanding amount any sum that may be due and payable to the Corporation as being the amount of loss or losses or damages suffered by it due to delay in performance or non-performance of any of the conditions of the tender/contract. The Corporation will however not be bound to prove any demonstrable loss or damages suffered.
- 2.8** The Corporation shall have a lien over all or any money that may become due payable to the contractor and unless the contractor pays and clears the dues immediately on demand the Corporation shall be entitled at all times to deduct the said sum due from the contractor from money/security deposit which may have become payable to the contractor or may become due at any future date between the Contractor and the other of Corporation under this contract or under any other contract without prejudice and in addition to the other rights of the Corporation to recover the amount or any claim by other remedies legally available.
- 2.9** Bank Guarantee as required under this contract or agreed to against any advance made by the Corporation/contract performance/equipment performance/guarantee etc., shall be extended by the contractor whenever so required by the Corporation and without any question for covering the period of completion & finalisation of work, performance etc. Contractor's failure to do so, shall entitle the Corporation to encash the BG towards any dues, recoveries, LD, non-performance etc.
- 2.10** Security Deposit will be refunded after three (3) months from the date of completion of the contract for which contractor has to apply for refund of security deposit with NO-CLAIM certificate to concerned department (to obtain administrative approval of competent authority).
- 3.0** **MEMBER OF THE CORPORATION NOT INDIVIDUALLY LIABLE:-**
- 3.1** No Director or official or employee of the Corporation shall in any way be personally bound or liable for acts or obligation of the Corporation under the contract or answerable for any default or omission in observance or performance of any the acts, matters or things, which are herein, contained.
- 4.0** **CORPORATION NOT BOUND BY PERSONAL REPRESENTATIVE:-**
- 4.1** The contractor shall not be entitled to any increase in the rates or any other right or claim whatsoever by reason of any representation, explanation or statement or alleged representation, promise or assurance given or alleged to have been given to him by any employees of the Corporation.

5.0 NON-PERFORMANCE OF CONTRACT/CANCELLATION OR CONTRACT/RIGHT OF THE CORPORATION:-

- 5.1** The Corporation reserves the right to cancel the contract if the contractor fails to carry out the jobs assigned to him as per contract and as per instructions given by authorized representative of the Corporation. In addition, corporation may also take any other remedial measures, in such event, as described hereunder.
- 5.2** Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the tenderers, their partners agents or servants to any officer, servant or representative of the Corporation for obtaining or for execution of this or any other contract for receiving payments under the contract will subject the tenderer to cancellation of this or any other contracts and also to payment of any loss resulting from any such cancellation and the Corporation shall be entitled to deduct the amount so payable from any moneys otherwise due to the tenderer under this or any other contract. Any question or disputed as to whether the tenderers have incurred any liability under the clause shall be settled by the Corporation in such a manner and in such evidence or information as it may deem fit and sufficient and the Corporation's decision in this regard shall be final and conclusive.
- 5.3** In case of any compelling circumstance or for any other reasons and in the opinion of the Corporation, the contract needs to be determined and terminated at any stage during the execution. The Corporation shall be entitled to do so, given one month's notice in writing. In such an eventuality, no compensation whatsoever for any arrangement made by the contractor or for any liability incurred by him for any consequential loss will be payable by the Corporation except the payment for work actually done at contracted rates after marking good all dues, recoveries, LD if any etc., CCI also reserves right to suspend the contract for any compelling reasons if in the opinion of the Corporation it is so required. In such an eventuality, the time of completion will be extended to the extent of suspension period but no claim whatsoever for any damages, increase in rates, role/wages/machinery etc. will be payable to the contractor.

If the performance of the contract is not found to be satisfactory at any stage during operation of contract including extended period if any due to non-deployment of additional equipments in working condition or due to any other reason subject to force of majeure conditions (clause No. 9 of Part – II). The Corporation reserves the right to get the balance job executed engaging alternate source at the risk, responsibility and cost of the contractor.

6.0 SUB-LETTING OF CONTRACT:-

- 6.1** The contractor shall not subject or assign this contract or any part thereof without obtaining prior written permission of the Corporation. In the event of the contractor sub-letting or assigning the contract or any part thereof without such permission, the Corporation shall have the right to rescind the contract and the contractor shall be liable to the Corporation for any loss or damage, which the Corporation may sustain in consequences or arising out of such cancellation.
- 6.2** Even in case sub-letting is permitted by the Corporation, the party to whom sub-letting is proposed will be subject to approval of the Corporation. However, the Corporation will not recognize any contractual obligations with the persons or party to whom the contract has been subject and all liabilities, damages, losses, costs, charges and expenses arising out of such sub-letting either statutory or non-statutory shall be to the account of the contractor and the contractor shall keep the Corporation fully indemnified and harmless in this behalf. Further, notwithstanding the sub-letting of the contract, the contractor shall be fully responsible to the contract.

7.0 COMPLIANCE OF RULES & REGULATIONS:-

- 7.1** 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.
 - ii. Mines Act, 1952.
 - iii. Mines Rules, 1955.
 - iv. Mineral conservation and Development Rules, 1988.
 - v. Motor Vehicle Act & Rules framed there under.
 - vi. Workmen compensation Act, 1933 and rules made there under.
 - vii. Contract labour (R&A) Act, 1970 and Rules made there under.
 - viii. Mines Vocational Training Rules, 1966.
 - ix. Payment of Wages Act, 1936 & Minimum Wages Act 1948.
 - x. Employees Liability Act, 1938, Employee Provident Fund Act, Bonus and Gratuity Act.
 - xi. Factory Act & Rules framed there under.
 - xii. Industrial dispute Act.
- 7.2** All the statutory records/registers, payment sheets in respect of payment of wages, payment of leave with wages, wages for paid holidays, payment of compensation for injuries and any other record and registers informed by our Time office, are to be maintained by the contractor.
- 7.3** 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.
- 7.4** Safety equipments as per provisions of Metalliferous 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. Contractor should provide safety shoe helmet etc. to his employees. If the contractor fails to provide the safety equipments, 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.
- 7.5** 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.
- 7.6** The contractor shall observe all the rules/regulations of the Central and State Govt. and the local authorities as relating to that work and shall pay all taxes (road taxes, passenger, goods tax, toll tax, service tax, entry tax etc.) as levied by the authorities. If any breach of the said rules/regulations/orders is committed by him, he shall be solely responsible for the same.
- 7.7** All persons employed by the contractor including drivers and cleaners of the trucks, tailors, machinery operators etc., shall be instructed by the contractor to observe strictly all the safety regulations prescribed, either generally or by CCI, whilst they are in the premises of the Factory/Mines or the colony or on road and if any person commits breach of any of the regulations, it shall be open to the Corporation to disqualify the person from entering the precincts of the factory/mines or the colony. The contractor shall be bound to comply with such instructions forthwith.
- 7.8** The contractor shall abide by the contract labour (Regulation and Abolition) Act, 1970 and shall keep the Corporation indemnified and harmless against costs and consequences of his non-compliance.

7.9 If any damage is caused to any property or injury is caused to or the death occurs of any person in the precinct of the Factory/Mines or the colony or anywhere else due to any act of any person employed by the contractor or through any machinery or active ties, the contractor will be liable for damages/compensation in respect thereof and shall indemnify the Corporation and keep the Corporation indemnified against any losses, damages, costs, charges, expenses and all liability of whatever nature and kind which the Corporation may incur, sustain suffer or be put in consequence or by any reason of such damages, injury or loss of life.

7.10 If any damages are caused to any of the contractor's vehicles/ belongs/ equipments/ machinery/ materials/ establishment etc. or any injury is caused to or death occurs of any person employed by him in connection with the performance of this contract, due to negligence of any person employed by him for otherwise, the Corporation shall not be liable for damages or compensation in respect thereof under the workmen's compensation Act or otherwise.

7.11 The contractor will comply all statutory requirements including but not limited to PF & ESIC etc. for the personnel employed by him.

8.0 CHANGES IN CONSTITUTION:-

8.1 Where the contractor is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the Corporation which may be granted only upon furnishing of written undertaking by the partner to perform the contract and accept all liabilities incurred by the firm under the contract period to the date of such undertaking.

8.2 On the death or retirement of any partner of the contractor, firm before complete execution and performance of the contract, the Corporation may its option, rescind the contract and in such case contractor shall no claim whatsoever to Corporation of any kind, consequential loss etc. against the Corporation.

8.3 Without prejudice to any of the rights or remedies under this contract, if the contractor is a proprietorship concern and the proprietor dies during the subsistence of the contract, the Corporation shall have the option to terminate the contract without paying compensation of any kind, consequential loss etc. to any claimant i.e. legal heirs and successors.

9.0 FORCE MAJEURE CONDITIONS:-

9.1 If at any time during the continuance of the agreement/contract, if becomes impossible by reasons of war, or war like operations, strikes, lock-outs riots, civil commotion, epidemical sickness, pestilence, earthquake, fire, storm or floods, breakdown of Corporation at Quarry the contractor shall, during the continuance of such contingencies not be bound to execute the contract during this period as per agreement/contract time schedule. The work shall be resumed immediately the contingency(ies) has/have ceased or otherwise determined and contractor's obligations shall continue to be in force for correspondingly extended period after the resumption of execution. The contractor shall, however, inform the corporation by registered post about such acts at the beginning and end of the above caused of delay within ten (10) days of occurrence and cessation of such force majeure conditions.

9.2 In the event of delay in performance of Corporation work, if arising out of causes of force majeure, the Corporation reserves the right to cancel the contract without any compensation, whatsoever and/or any consequential loss etc.

9.3 Only events of force majeure which affect the work at the time of its occurrence shall be taken in to cognizance. The Corporation shall not be liable to pay any extra costs or increased rates due to delay(s) under force majeure conditions. Only appropriate extension of time will be granted.

10.0 NOTICE:-

10.1 Any notice hereunder may be served to the contractor by registered post/mail at his last known address. Proof of issue of any such notice at this address shall be conclusive proof of having received the notice by the contractor.

11.0 DISPUTE UNDER THIS CONTRACT & ARBITRATION:-

11.1 "In the event of any question/dispute, breach of or difference arising in respect of the meaning and scope of terms & conditions herein or in connection with any matter under this agreement (except for those matter which are to be decided as per provision made in these terms & conditions), the same shall be referred to the Chairman-Cum-Managing Director of Cement Corporation of India Ltd. for appointment of sole arbitrator. There will be no objection if the arbitrator so appointed is or was an employee of the Corporation and whether he had at any time in discharge of his duties as an employee had expressed views on all or any of the matters in dispute or difference or dealt with the matter in substance.

The Arbitrator shall give award with reasons in respect of each claim, dispute or difference referred to him in the event the value of the dispute(s) exceeds ₹ 50,000/- The award of the Arbitrator shall be final and binding on the parties to this contract".

11.2 Subject to aforesaid, the arbitration and conciliation Act, 1996 and the rules made there under and any statutory modifications thereof for the time being in force shall apply to the arbitration proceedings under this clause.

11.3 The work, under the contract shall be continued uninterrupted during the pendency of the arbitration proceedings and no payment due from one to the other parties therein shall be withheld on account of pendency of such proceedings unless such payment related to the matter under arbitration.

11.4 The venue of the arbitration shall be New Delhi or such other place as the arbitral tribunal at his discretion may determine.

12.0 JURISDICTION:-

12.1 It is hereby agreed by the parties hitherto that only courts at Diphu, Karbi Anglong shall have the jurisdiction to decide or adjudicate upon any disputes, which may arise out of or be in connection with this agreement.

13.0 LAWS GOVERNING THE CONTRACT:-

13.1 This contract shall be governed by the laws of Union of India in force.

14.0 WAIVER TO IMPAIR THE RIGHTS OF THE CORPORATION:-

14.1 Any delay in exercising or omission to exercise any right, power or remedy acquiring to the Corporation upon any delay/default under this contract shall not impair any such right, power or remedy or shall be constructed to be a wavier thereof or any acquiescence in such default nor shall any action or inaction of the Corporation in respect of any such default or inaction any acquiescence by it in any defaults affect or impair any right, power or remedy of the Corporation, in respect of any other default.

15.0 CONDITIONS GIVEN BY THE TENDERER:-

15.1 With, the acceptance of this contract with all its terms & conditions, the contractor waives all and of their conditions.

16.0 In the event of negotiations, only down ward 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.

17.0 SECURITY DEPOSIT:-

Further additional Security Deposit shall be deducted from the contractor's bill as follows:

- a) 10% on first Rs. 5.0 lakhs from contractor's bill.
- b) 7.5% on next Rs. 5.0 lakhs from contractor's bill.
- c) 5% on balance payable subject to a maximum of total of Rs. 5.0 lakhs including adjustment of EMD to Security Deposit.

18.0 REFUND OF SECURITY DEPOSIT:-

The security of the contractor will be refunded after (03) months of the satisfactory completion of the contract to be certified by executing deptt., in proper format applicable for this purpose.

CEMENT CORPORATION OF INDIA LIMITED
BOKAJAN CEMENT FACTORY – 782490
DIST.- KARBI ANGLONG :: ASSAM

PART-III: - Special terms & conditions of the tender for Drilling, Loading & Transportation for removal of overburden (3.5 Lakh MT ± 20%) to the dump site with dozing for exposing Limestone & Limestone (1.75 Lakh MT ± 20%) from Loading point to Crusher Hopper in and around 'N' Block at Dillai Parbat Limestone Mines within 12 months.

In addition to the General terms & conditions of the contract under Part – I & II, the following special terms & conditions if contradictory to any conditions given in Part – I & II shall prevail upon such conditions given in Part – I & II.

1.0 Area allowed:

The contractor will have to carryout 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 or choice in the matter or in change the area allotted to him nor he has a right to demand a change of the allotted area.

2.0 Construction of roads etc.:

The contractor has to maintain the road in workable condition from the loading point to Crusher hopper/ Waste Dump via quarry weighbridge.

3.0 Duration of contract:

The duration of contract is Twelve (12) months from the date of issue of L.O.I /W.O., however, the Corporation reserves the right to extend it further period of Twelve (12) months on the same rates, terms and conditions if the performance is found satisfactory after mutual consent of contractor.

4.0 Supply of electricity:

The Corporation will supply Electricity at the prevailing rate of ASEB on actual consumption basis, which will be based on the meter reading. The supply of electricity will be made from single point.

5.0 Hours of works etc:

The contractor will be required to work only during the hours as directed by the Corporation. The contractor shall not work on weekly rest day or national/paid/festival holidays except with the prior permission or the instruction of the Corporation. The working time will be in two shifts i.e. 5.00 A.M. to 1.00 P.M. and 1.00 P.M. to 9.00 P.M. which may be changed to 6.00 A.M. to 10.00 P.M. if required.

6.0 Provision of adequate equipments, materials etc.:

A) The contractor shall deploy adequate number of equipment in full set (as per list shown at clause no. 22 of special terms & conditions) before actual commensurate with the magnitude and complete the same with stipulated period and as per schedule of works specified. The contractor will not be allowed to commence the work until and unless each & every listed equipments are mobilized at site in working condition.

B) During execution of works, the contractor shall at his own cost provide adequate materials for proper execution of the work and ensure the stability and safety of all structures, excavation and work 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 likely to be caused to any property of the Corporation.

C) The contractor shall not be entitled to any extra payment for removing any trees, trunk etc. that may be met with while working in the area and also he shall have no claim on the material so obtained. The material so obtained will be the property of the corporation.

7.0 Schedule of quantities:

The quantities set in the schedule of quantities against each item of work are the approximate estimated quantities required to be executed and shall not be taken as actual and contracted quantities of the work to be executed by the contractor under this contract. The Corporation may at its discretion increase the quantities upto 20% of the quantities set out in the schedule of quantities. In case of contracted quantities are reduced/deleted by the Corporation no compensation whatsoever will be payable by the Corporation for such reduction.

8.0 Termination of contract:

The Corporation may terminate the contract at any time within its discretion, without assigning any reason thereof by giving 30 days notice (Thirty days Notice) and without any liability to pay any compensation whatsoever.

9.0 Contractor to be fully responsible in case of accidents:

The entire responsibility on account of any accident or damage or personal injury which may occur to any of the contractor's vehicles/ equipments or his employees or any outside party shall be exclusively that of the contractor and no claim whatsoever will be entertained by the Corporation on this account. The contractor has to observe all the related rules, regulations as per Mines Act and thereof. Any accident/loss due to deviation from these rules and regulations will be contractor's responsibility.

10.0 Inspection:

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

11.0 Notice:

- A) All notices, communications, references and complaints of the contractor addressed to the General Manager of the Unit of the Corporation or to any Official of the Corporation concerning the work, shall be in writing only.
- B) Any notice hereunder may be served on the contractor by Registered Post/Mail at his last known address. Proof of issue of any such notice should be conclusive to the contractor having been duly informed.

12.0 Contractor not to sell etc. any material without permission:

- A) The contractor shall not sell or otherwise dispose off or remove clandestinely any stone, clay blast, earthling or other material 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 be the property of the Corporation.
- B) All Gold, Silver, Oil and other materials of any description and all precious stone, coins, treasuries, 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 to 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.

13.0 Claims for compensation:

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

14.0 Jurisdiction:

It is hereby agreed by the parties either to that only courts at Diphu, Karbi Anglong shall have the jurisdiction to decide or adjudicate upon any disputes, which may arise out of or be in connection with this agreement.

15.0 Scope of work:

The scope of work involves providing of heavy earth moving machineries on hire/lease for systematic developments in & around 'N' Block at Dillai Parbat Limestone Mines, Bokajan Cement Factory by Blast hole Drilling, Excavation, Loading and transportation of 3.50 lakh MT ($\pm 20\%$ variation) of Rock rejects (Overburden) to the dumpsite and 1.75 Lakh MT ($\pm 20\%$ variation) Limestone to the Crusher hopper and unloading there, after weighing at the Corporation/Contractor Electronic weighbridge. The scope of the works further includes Dozing of mines face, dumpsite or any other area required to be dozed off for systematic work and sprinkling of water at working site, on haul road, Road up to Crusher through weighbridge and dump area for dust suppression. The quantity 3.50 lakh MT Rock Rejects and 1.75 Lakh MT Limestone may be from in & around 'N' Block depending upon the situation/ circumstances and as directed by the site incharge during the entire period of contract.

Blasting will be done by CCI on chargeable basis from Contractor against per MT raising of Overburden and Limestone from mining pit/ face in a month or part thereof. Blasting charges will be decided by Mining Deptt. with consultation with Finance Deptt., Bokajan to be approved by General Manager.

The Corporation at its own cost will carry out blasting operation including manpower, transportation of explosives as per statute.

Before the award of contract the contractor shall submit the comprehensive scheme of Mining for the entire contract period consisting:

- List of manpower deployed
- Programme to work in the rainy season
- Maintenance of haul road during Monsoon season
- Preparation of pre monsoon/rainy season
- Details of specific programme of their maintenance of HEMM as per DGMS circular etc. and
- Risk management etc. and get it approved from the Mining Department

16.0 The contractor is bound to follow the Mines Act 1952 and its rules & regulations applicable from time to time. Further all labour related acts, rules and regulations have to be observed by the contractor himself.

A. In case the contractor or his employee is found to be engaged in any type of militant activities and / or forms cartel/union, the Corporation reserves the right to terminate his contract without assigning any reason whatsoever.

- B.** Daily checking of brakes, steering, horns etc. of the equipments should be ensured by the contractor and the record of daily checking of each equipment shall be maintained in a bound paged register separately. The contractor shall ensure daily submission of these registers to the Corporation engineer/shift in-charge for checking. No equipment having any defect should be deployed in the mine.
- C.** All the dumpers/tippers deployed in the mine should have Audio-Visual alarm of specifications approved by DGMS authorities.
- D.** Only experienced persons possessing heavy duty vehicle driving licence should be deployed to operate the equipments. Person, not possessing Heavy duty vehicle driving licence shall not be allowed to start the equipment even for cleaning, greasing and maintenance etc.
- E.** No person shall be allowed to enter the mine area after taking any type of intoxicant.
- F.** While handling material at mines, contractor's supervisor should be present at work site at all the times, all type of work should be performed only in the presence of Corporation's supervisor and strictly as per his instructions.
- G.** While loading operations are carried out, no person should be allowed to be present within the swinging radius of the excavator.

17.0 The contractor or his authorized representative is required to be present at work site and to work under the supervision of Corporation's authorized representatives.

18.0 **Quantity:**

The quantity of overburden to be loaded and transported is 3.50 lakh MT ($\pm 20\%$ variation) of Rock-Rejects and 1.75 Lakh MT ($\pm 20\%$ variation) Limestone.

Sl. No.	Description of work	Quantity	Remarks
1.	Drilling, Loading & Transportation of Rock Rejects after weighing at 'N' Block weighbridge upto 1 KM distance in & around 'N' Block.	3.50 lakh MT ($\pm 20\%$ variation)	29,167 MT per month subject to change of quantity as per discretion of Mining Deptt. Clause No. 20
2.	Drilling, Loading & Transportation of Limestone after weighing at Corporation weighbridge upto 4 KM distance in & around 'N' Block.	1.75 lakh MT ($\pm 20\%$ variation)	14,583 MT per month subject to change of quantity as per discretion of Mining Deptt. Clause No. 20

19.0 **Equipment requirement:**

- A)** The loading equipments to be used by the contractor should be hydraulic Excavators, which are in good running condition and safe in operation to Load/ Excavate the blasted materials in the tippers engaged by the contractor.
- B)** The Transport Equipments should be rear dump trucks/ tippers of 10 to 15 tones capacity in good running conditions.
- C)** Contractor should deploy at least 4" dia drill with matching compressor in good working condition.
- D)** Adequate capacity Electronic/Computerized weigh-Bridge

20.0 **Monthly schedule:**

The monthly schedule will be intimated to the site in-charge of the contractor before first day of every month as per requirement. Any short fall in the quantity shall call for penalty as per clause of Special Terms & Conditions given below (As Clause No. 21).

21.0 **Penalty:**

- A)** Penalty will be levied on the contractor incase he fails to carryout the 80% of targeted quantity in a month @ Rs. 2/- (Rupees Two) only per Metric Tonne for both limestone and overburden. However, he should be having option of making good shortfall of the month in the subsequent months. However, party has to achieve 100% of the targeted quantity within the quarter.
- B)** No penalty will imposed if the reasons for shortfall are beyond the control of the contractor or attributable to the Corporation. The decision of the Corporation in this regard shall be final and will be a binding on the contractor. However the contractor has to submit the documentary evidence of this effect from concerned authority.
- C)** If the contractor fails to complete the job within the specified period and extension given to the contractor, penalty shall not be imposed during the extension period for a quantity to which the contractor has paid penalty once.

22.0 Contractor should deploy minimum following numbers of equipments in operation in good running conditions during the entire period of working or during extended period failing which works shall be liable to be stopped and loss to the Corporation due to above reasons shall entirely be on contractors account:

Sl. No.	Equipments	Capacity	Nos.
01	Hydraulic Excavators	1.0 to 2.0 Cum	02
02	Tippers	10 to 15 Tonnes	10
03	Dozer	Heavy Duty	01
03	Drill machine	4'' dia	01
04	Matching Compressor for above drill machine	365 cfm or more	01
05	Water tanker	6 KL to 9 KL	01

During the execution of work, the contractor shall at his own cost provides adequate material for proper execution of the work and ensure the stability & safety of all the structures.

23.0 **Weighment and payment:**

Before transportation of overburden to the dumpsite and limestone to crusher hopper from in & around N Block, it is to be weighed at the Contractor's Electronic/Computerized ('N' Block) weighbridge to be located in the mines or it is to be weighed at the Corporation weighbridge as per direction of CCI representative as and when required. All the payment shall be made on the basis of weighbridge measurement records only duly certified by Head of Mining department or by the person authorized by him at the end of the month with bill and MB record.

24.0 Submission of bills:

Two copies of monthly bills bearing printed Service Tax (PAN based) VAT/ST Registration No. and PAN complete in all respects supported by copies of challans shall be submitted to H.O.D. (Mines) for payment. Mining Deptt. will check the claim of contractor recorded in MB and forwarded the bill to Finance Deptt. with certification of quantities. Payment will be made by cheque within 15 days from the date of receipt of Bill at Finance Department subject to further checking of the bill.

Payment authority : - H.O.D. (Finance), C.C.I., BOKAJAN CEMENT FACTORY.

25.0 Splitting of Quantity / Order:

CCI reserves the right to split the tendered quantity and give order to more than one tenderer at CCI's discretion at same or different rate .The splitting shall be done in the ratio 70:30, between L1 & L2 if L2 tenderer matches the rate to L1 rate. In the case L2 do not match the rate of L1 the option will be given to L3 & L4 etc. and so on. However if L2/L3/L4---- do not match the rate to L1 the full quantity will be awarded to L1 Party.

The contract shall be for a period of Twelve (12) months from the date of issue of letter of intent/work order. However, the Corporation reserves to extend it further for a period of Twelve (12) months on the same rate, terms and conditions, if the performance is found satisfactory after mutual consent of contractor.

26.0 The tenderers are required to submit list of equipment with proof of ownership/ partnership along with the techno-commercial bid.

27.0 The tenderers are required to submit their credentials in the Mining activities, work experience and copies of work order execution along with techno-commercial bid.

28.0 The Corporation reserves right to deploy any equipment in day-to-day basis at risk and cost of the contractor to fulfill the targeted quantity of the contract.

29.0 The corporation reserves the right to place repeat order on the same rates, terms & conditions.

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

31.0 Service Tax/Value Added Tax (VAT) if applicable on work contract shall be reimbursed on actual and after verification of service tax/VAT registration of the successful contractor on proof of payment of the same to appropriate authority. The contractor may not add service tax liability in their quoted rates. The party must be registered with Service Tax/State Sales Tax Authority for the subject nature of work and submit PAN/TIN based registration numbers.

**CEMENT CORPORATION OF INDIA LTD
BOKAJAN CEMENT FACTORY
KARBI ANGLONG, ASSAM – 782490**

ANNEXURE – 'A'

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

Whereas M/s. (Name & address of the Party) a company incorporated under the Companies Act 1956 having its registered office at (hereinafter called the Tenderer) wish to participate in tender enquiry No. dated of the Cement Corporation of India Ltd., Bokajan, a company incorporated under the Companies Act, 1956 having its registered office at SCOPE COMPLEX, Core-V, 7 Lodhi Road, New Delhi-110 003 (hereinafter called the Corporation) for Hiring/Leasing of earth moving equipments for Drilling, Loading & Transportation of overburden (3.5 Lakh MT \pm 20%) and Limestone (1.75 Lakh MT \pm 20%) from in and around N Block at Dillai Parbat Limestone Mines.

AND WHEREAS in terms of the tender conditions the tenderer is required to furnish to the Corporation a Bank Guarantee for sum of Rs. (Rupees (in words) as Earnest Money Deposit against the Tenderer's offer aforesaid.

AND WHEREAS we (name & address of the Bank) have at the request of the Tenderer agreed to give to the CORPORATION this guarantee as hereinafter contained.

We (name of the Bank) hereby undertake and guarantee to pay immediately to the CORPORATION on demand in written by the Corporation the amount of ` (Rupees (in words) without any reservation and recourse, if the Tenderer shall for any reason back out whether expressly or impliedly, from their said tender during the period of its validity of any extension thereof or the Tenderer fails to execute the order/work awarded to them by the CORPORATION against the said tender.

We (name of the Bank) further agree that our liability to pay the aforesaid amount is not dependent or conditional on the CORPORATION proceeding against the Tenderer and we shall be liable to pay the amount, without any demure merely on a claim being raised by the CORPORATION.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said TENDERER, but shall in all respects and for all purpose be binding and operative until payment of all moneys due to CORPORATION in respect of such liability or liabilities are paid.

NOTWITHSTANDING anything to the contrary in aforesaid paragraphs, our liability under the Guarantee is restricted to ` (Rupees
..... (in words), our guarantee shall remain in force till
..... (date). Unless a suit or action enforce an aforesaid date viz.,,
we shall be relieved and discharged from all liability there under.

We (name of the Bank) lastly undertake not to revoke this
guarantee during its currency except with the previous consent of the CORPORATION in writing.

For

Place :

Date :

**CEMENT CORPORATION OF INDIA LTD
BOKAJAN CEMENT FACTORY
KARBI ANGLONG, ASSAM - 782490**

ANNEXURE - 'B'

I/We declare that the following officer/officers of the Corporation is/are related to me/us no officer/officers of the Corporation is/are related to me/us.

<u>S.No.</u>	<u>Name of the officer/officers</u>	<u>Post held</u>	<u>Place of Posting</u>
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SIGNATURE OF TENDERER

Place :

Name:

Date :

Full Address with Seal:

Email Address:

**CEMENT CORPORATION OF INDIA LTD
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ANNEXURE - 'C'

UNEXECUTED/PRESENT CONTRACTS/JOBS IN HAND

Sl.No.	Name of client	Nature of Work	Tonnage	Approx. value of Contract (Rs. in Lakhs)	Date of start	Stipulated date of completion
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Note: Please attach photocopies of Contracts.

SIGNATURE OF TENDERER

Place :

Name:

Date :

Full Address with Seal:

Email Address:

**CEMENT CORPORATION OF INDIA LTD
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ANNEXURE – 'D'

Sl. No.	List of HEMM Equipment with Regn. No.	Size/Capacity	Make	Year of Mfg.	General Condition
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SIGNATURE OF TENDERER

Place :

Name:

Date :

Full Address with Seal:

Email Address:

N.B.: Information should be submitted duly certified by Regional Transport Authority and Certification without attestation of RTA will not be considered.

**FORMAT FOR ADDL. INFORMATION TO BE FURNISHED BY THE TENDERER
(REFER PART – III – SPECIAL TERMS & CONDITIONS)**

ANNEXURE – 'E'

1. Name of the firm :

2. Complete Postal address/Gram/Fax/Phone etc. :
Email Address :
a) Head office / Corporate office :
b) Factory :
c) Other branches (incl. Delhi office, if any) :

3. Whether Public Sector/Private Sector/
Joint Sector etc. :

4. Type of Organisation : Proprietor/Partnership/Limited Any other type
A. In case of proprietorship/Partnership
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/ PAN CARD)
v) Name & address of the Bankers :
(Please attach reference letter
from your Banker)
**B. In case of Limited liability Company
or Company limited by guarantees**
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
v) Name & address of the Bankers :
(Please attach reference letter
from your Banker)

5. Present orders in hand (details to be :
furnished as per ANNEXURE 'C') (Photocopies
or orders/contracts to be attached)

6. Details of Foreign collaboration, if any :
(Please attach photocopies of
collaboration agreement if it is there)

7. **FINANCIAL**

- a) **Investment of Fixed assets of building, fitting & fixtures :**
- b) **Investment on Plant & machinery : tools and dies etc.**

8. **Are you on the approved list with any of the following for transportation work.**

- **Any public sector undertakings :**
- **Cement plants. :**
- **Other reputed agency (enclose photocopies of Registration Certificates) :**

9. **LIST OF ENCLOSURES ATTACHED BY TENDERERS TO BE INDICATED**

	<u>Enclosed</u>	<u>Not Enclosed</u>
a) PAN Card
b) Partnership Deed, if applicable
c) Copies of last three years audited balance sheets.
d) Photocopies of performance Reports from the customers
e) Details of present orders in hand (as per Annexure)
f) Photocopies of foreign collaboration, if applicable
g) Reference from the Bankers indicating Financial status of the Company
h) Copy of Service Tax Registration Certificate

It is hereby solemnly declared that the above information and the data furnished in the enclosed Annexure are true to the best of our knowledge.

Signature of Tenderer :

Name of the Signatory :

Designation :

Place :

Seal of the Company :

Date :

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P R I C E B I D

(TO BE FILLED IN BY THE TENDERER)

Name of the work

Tender No.

Sl. No.	Description of Works	Qty.	(₹/MT)	
			In figures	in Words
01.	Loading & Transportation of Overburden after weighing at 'N' Block Electronic Computerized weighbridge from in & around 'N' Block up-to 1 KM distance (With other associated activity)	3.50 lakh MT (±) 20 %		
02.	Loading & Transportation of Limestone after weighing at N-Block/ Corporation Electronic/ Computerized Weighbridge from In & around 'N' Block up-to 4 KM distance (With other associated activity)	1.75 lakh MT (±) 20 %		
03.	Charges of extra lead beyond 4 KM @ per KM per MT			
04.	Rehandling of Limestone from Stock Yard to Crusher Hopper within 500 mtr. per MT	44,000 MT (±) 20 %		

N.B.:- 1. Party shall give breakup rate per MT for separate operation as given below. The Work will award on overall L-1 basis.

	<u>Overburden(₹)</u>	<u>Limestone(₹)</u>
i) Loading		
ii) Transportation		
iii) Drilling		
iv) Dozing		
v) Water sprinkling		

SIGNATURE OF TENDERER

PLACE :

DATE :

ADDRESS & SEAL