CEMENT CORPORATION OF INDIA LIMITED

Part – I : Instructions to Tenderers:

1. GENERAL:
   a) The tender should be addressed to the officer who has invited the tenders.
   b) Any offer made in response to this tender, when accepted by the Cement Corporation of India Limited will constitute a contract between the parties.

2. SUBMISSION OF TENDER
   a) Every tender shall be made out in English. All amounts shall be indicated by tenderer in figures as well as in words, when there is any difference between prices quoted in figures and words, lower of the two shall prevail. Tender should be free from over writings. All corrections and alterations should be duly attested by the tenderer. The word ‘NOT QUOTED’ should be written against item in the schedule for which the tenderer does not wish to quote.
   b) Tender is to be sent by post or deposited in the tender box kept for this purpose in the office of CCI so as to be available within the due date and time fixed, in a sealed envelope in the manner prescribed below.
      i) Techno commercial terms and conditions should be sent in a separate sealed cover and should be superscribed as Techno commercial bid.
      ii) The price portion should be sent in separate sealed cover and should be superscribed as Price bid.
      iii) Both these sealed covers should be sent in a separate sealed cover and all the envelopes should be marked as under:
          a) Offer for ................................................
          b) CCI’s Tender No. ......................................
          c) Date of Opening of tender ................................
      iv) 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.
      v) In the case of company, the tender should be signed in the manner as laid down in the said Company’s Article of Association.
      vi) A true copy of the partnership deed (and Articles and Memorandum of Company) duly attested should be furnished.
      vii) Tenders received after the specified time and date are liable for rejection.
   c) Tenders not submitted in the prescribed format and not completed in all respects are likely to be rejected.
d) The tender documents are not transferable. Only those firms can participate in whose name the tender has been sold.

e) The tender with terms and conditions in Part-I, II and III duly signed on each page shall be sent along with the Earnest Money Deposit, with a covering letter as prescribed. Earnest Money Deposit shall not be kept in the PRICE BID, but shall be enclosed with the Commercial Bid.

f) Tender shall not be entitled to claim any costs, charges, expenses or incidentals for or in connection with the preparation and submission of their tender(s) even though the Corporation may decide to withdraw the ’Invitation of Tender’ or reject any/all tender(s) without assigning any reason thereof.

g) Tenderer must submit copy of his latest Income Tax Clearance Certificate from appropriate Income Tax Authority in the form of prescribed thereof duly attested by a Gazetted Officer.

3) OPENING OF TENDER;

a) Tenders will be opened on the specified date and time in the office of the Officer inviting the tender or as directed by him, in the presence of such of those tenderers who may choose to be present. The representatives will have to establish their identity to the satisfaction of the Corporation by producing introductory letters from the firms/Company. Otherwise they may not be allowed to the present at the tender opening.

a) The tenders which are not received in separate covers as explained above are liable for rejection.

4) CLEAR UNDERSTANDING;

When a tenderer submits his tender in response to this tender document, he will be deemed to have understood about the requirements, terms and 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 OF OFFER:

Tenders shall remain open for acceptance for 120 days or as may be specified from the date of opening of commercial bid. No revision/modifications in the tendered rate will be allowed during the period of original validity of tender or the extended period except for any reduction/revision as may be asked for specifically by CCI during negotiation.

6) REFERENCE LIST;

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

7) AWARD OF CONTRACT;
a) The Corporation reserves the right: to accept in its sole and unfettered discretion any
tender for whole or part quantities/part work or to reject any or all tenders without
assigning any reasons there of and without, entitling the tender to any claims whatsoever.

b) Firms which have failed to fulfill earlier contractual obligations may not be considered.

c) If no separate agreement has been signed by the parties to the contract, the LOI/Order
resulting from this tender including all negotiations and detailed order to be issued
subsequently, with items and conditions and stipulations as agreed to by the tenderer and
to the extent modified during negotiations, constitutes the contract agreement relating to
the work between the successful tender and the Corporation and the parties shall be
bound by the terms and conditions and all provisions of this contract.

d) The Corporation does not bind itself to accept the lowest or any tender to assign any
reason for non-acceptance of the same.

e) 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) EXPERIENCE;

The Tenderers should have minimum two years experience in the similar line. However,
those in the same line with less than two years experience may also be considered at the
discretion of the Management subject to the conditions that in case they are chosen for order,
the order may be placed for trial run initially for three months at the discretion of CCI and if
their performance is found satisfactory in trial period, the orders for remaining period will be
confirmed. The tenderer has to specifically agree to this condition in the Techno commercial
offer.

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CEMENT CORPORATION OF INDIA LIMITED
Part – II  General Term & Conditions:

1.0 EARNEST MONEY DEPOSIT:

1.1 All tenderers including those registered with the Corporation should furnish earnest money, as specified, by way of Bank Draft in favour of Cement Corporation of India Limited, payable at CCI Karankote. 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.

1.2 Earnest Money will be forfeited if the rates are revised or modified upward during the validity period or extended period. Earnest money will also be forfeited if the security deposit is not furnished or work not started after acceptance of the tenderer’s offer by CCI.

1.3 The Earnest Money Deposit will not bear any interest.

1.4 The Earnest Money Deposit of successful tenderers would be adjusted towards the security deposit and that of others will be refunded, except in the cases mentioned in 1.2 above, and mentioned in clause 2.3 below.

1.5 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 documents.

2.0 SECURITY DEPOSIT:

Security Deposit @ 10% for the first Rs.1 lac of the R.A.Bill, 7 ½% on the next Rs.1 Lac of the R.A.Bill will be recovered, and 5% of the balance order value will be recovered . S.D. Will be refunded after successful completion of the Order.

2.1 The amount of Security Deposit as specified in the terms and conditions of the tender shall be deposited by the successful tenderers within 15 days of acceptance of offer or as per advice of the Corporation.

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 also will 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 Limited from a schedule Bank in the prescribed form as given in Annexure-II valid for a period of 6 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 If work is not started after acceptance of Tenderer’s offer, EMD/SD will be forfeited.
2.5 In the event of any approved upward revision in the value of the contract, the successful tenderer will on receiving intimation from the Corporation, make further deposit as specified by the Corporation towards the increased value of the contract.

2.6 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 against this contract or against any other contract with this corporation and on 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.

2.7 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 fulfil his/their contractual obligations or to settle in full his/their dues to the Corporation.

2.8 The Corporation is empowered to deduct from the Security Deposit or any other outstanding amount any sum that may be fixed by 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 damage suffered.

2.9 The Corporation shall have a lien over any money that may become due and payable to the Contractor under this contract or any other contract or transaction of any other nature either all alone or jointly with others and unless the contractor pays and clears the claim of the Corporation immediately on demand, the Corporation shall be entitled at all times to deduct the said sum due from the contractor from any money/security deposit with which may have become payable to the contractor or may become due at any future date under this contract or any other contract transaction whatsoever between the contractor and the Corporation without prejudice and in addition to the other rights of the Corporation to recover the amount of any such claim by other remedies legally available.

2.10 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 recovering the period of completion and finalisation of work, performance etc., Failure to do so, shall entitle the Corporation to encash the bank Guarantee against it towards any dues, recoveries, L.D. etc.

3.0 MEMBER OF THE CORPORATION NOT INDIVIDUALLY LIABLE;

No Director or official or employee of the Corporation shall in any way be personally bound or liable for acts or obligations of the Corporation under the contract or answerable for any default or omission in observance or performance of any of the acts, matters or things which are herein contained.

4.0 CORPORATION NOT BOUND BY PERSONAL REPRESENTATION;

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 employee of the Corporation.
5.0 NON-PERFORMANCE OF CONTRACT/CANCELLATION OF 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 the instruction given by authorized representative of the Corporation. In addition, Corporation may also take any other remedial measures in such as 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 or for receiving payments under the contract shall, in addition to the criminal liability he may incur, will subject the tenderer to cancellation of this or any other contracts and also to payment or any loss resulting entitled to deduct the amount so payable from any money otherwise due to the tender under this or any other contract. Any question or dispute as to whether the tenderers have incurred any liability under the clause shall be settled by the Corporation in such manner and on such evidence or information as it may deem fit and sufficient and the Corporation decision in this regard shall be final and conclusive.

5.3 In case of any compelling circumstances 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, giving one month’s notice in writing. In such an eventuality, no compensation, whatsoever, for any arrangement is made by the contractor or for any liabilities incurred by him or any consequential loss will be payable by the Corporation except the payment for work actually done at contacted rates, after making good all dues recoveries, L.D. if any etc. CCI also reserves its 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 or completion will be extend to the extent of suspension period but no claim whatsoever for any damages, increase in rates, idle wages machinery etc., will be payable to the contractor.

5.4 The Corporation also reserves the right to make risk purchase from the open market by tender or by any other mode of purchase at the risk and cost of supplier in respect of such quantities that the supplier fails to deliver in accordance with the schedule of delivery agreed to, after giving due notice to the supplier.

6.0 SUB-LETTING OF CONTRACT:

The Contractor shall not sub-let or assign this contract or any part thereof without obtaining, prior written permission of the Corporation. In the event of the Contractors Sub-letting or assigning the contract or any part there of 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 consequence or arising out of such cancellation. 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 sub-let including compensation
under workmen’s compensation Act and the contractor will be held responsible for the satisfactory due and proper fulfillment of the contract.

6.1.1 The contractor observe all the rules/regulations of the Central and State Govt. and the local authorities as relating to transportation of material by road and shall pay all taxes (road taxes, passenger, goods tax etc.) as levied by the authorities, if any breach of the said rules/regulations/orders committed by him, he shall be solely responsible for the same.

6.2 All persons employed by the contractor including the drivers and cleaners of the trucks, tailors, machinery operators etc., shall be instructed by the contractor to observe strictly all the road safety regulations prescribed, either generally or by CCI whilst they are in the premises of the factory of 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 that person from entering the premises of the factory or the Corporation to disqualify that person from the colony. The contractor shall be bound to comply with such instruction forthwith.

6.3 The contractor shall abide by the contract labour (Regulation and abolition) Act, 1970.

6.4 If any damage is caused to any property or any injury is caused to or the death occurs of any person in the premises of the factory or the colony or any where also due to any act or any person employed by the contractor or through his machinery or activities, the contractor will be liable for damage/compensation is respect thereof and shall indemnify the Corporation and keep the Corporation indemnified against all loses, damages, costs, charges, expenses and all liability of whatsoever nature and kind which the Corporation may incur, sustain, suffer or be put to in consequence or by any reason of such damage, injury or loss of life.

6.5 If any damages are caused to any of the contractors Vehicle / belongings / equipment / machinery / materials / establishments 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 or otherwise, the Corporation shall not be liable for damages or compensation in respect thereof under the workmen’s Compensation Act or otherwise.

7.0 CHANGES IN CONSTITUTION:

7.1 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 a written undertaking by the partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking.

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

7.3 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.

8.0 FORCE MAJEURE CONDITIONS:

8.1 If at any time during the continuance of the agreement/contract it becomes impossible by reasons of war, or war like operations, strikes, lock-outs, riots, civil commotion, epidemical sickness, pestilence, earthquake, fire, storm, or floods, 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) gas/have ceased or otherwise determined and Contractor’s obligations shall continue to be inforce 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 causes of delay within ten days of occurrence and cessation of such force majeure conditions.

8.2 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 order/contract without any compensation, whatsoever, and/or any consequential loss etc.

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

8.4 Liquidated damages

a) Liquidated damages for delay in work shall levied at the rate of ½% per fortnight or part thereof for the value of quantity late executed. The liquidated damages however, shall be subject to a ceiling of 5% of the late executed value. The Corporation will, however not be bound to prove that it has suffered also to the extend of liquidated damages claimed. - N.A-

b) If the contractor fails to carry out the job during the pendency of the contract period, Corporation at its description entitle to take any alternative action at the risk and cost of the Contractor.

9.0 NOTICE:

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 at this address shall be conclusive proof of having received the notice by the contractor.

10.0 DISPUTE UNDER THIS CONTRACT AND ARBITRATION:

10.1 In the event of any question/dispute, breach of or difference arising in respect of the meaning and scope of terms and conditions herein or in connection with any matter under this agreement (except for those matter which are to be decided as per provisions made in these terms and conditions) the same shall be referred to the sole arbitration by an officer of the Cement Corporation of India Limited, New Delhi appointed by its C & MD. There will be no objection if the arbitrator is an employee of the Corporation and he had at
anytime in discharge of his duties as an employee of the Corporation has expressed views on all or any of the matters in dispute or difference. In case the employee of the Corporation who has been so appointed as an Arbitrator ceases to be in the employment of the Corporation because of his superannuation or otherwise in any manner, shall no longer remain as an Arbitrator from that day and C&MD of the Corporation shall appoint another employee of the Corporation as sole arbitrator in his place who shall proceed in the matters from the stage where the previous arbitrator had left the proceedings. Except where the award is an arbitral award on agreement terms under section 30 of the Arbitration and Conciliation Ordinance, 1996, the arbitrator shall give award with reasons in respect of each claim, dispute or a difference referred to him. The award of the arbitrator shall be final and okay and binding on the parties to this contract and persons claiming under them respectively.

10.2 Subject to aforesaid the Arbitration and Conciliation Ordinance, 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.

10.3 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.

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

11.0 JURISDICTION:

It is hereby agreed by the parties here to that only Courts Tandur/Hyderabad shall have jurisdiction to decide or adjudicate upon any dispute, which may arise out of or be in connection with this agreement.

12.0 LAWS GOVERNING THE CONTRACT:

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

13.0 WAIVER NOT TO IMPAIR THE RIGHT OF THE CORPORATION:

Any delay in exercising or omission to exercise any right power or remedy accruing to the Corporation upon any default under this contract shall not impair any such right, power or remedy or shall be construed to be an inaction of the Corporation in respect of any such default or any acquiescence by the Corporation effect or impair any right, power of remedy of the Corporation under this contract.

14.0 CONDITIONS GIVEN BY THE TENDERERS:

With the acceptance of the terms and conditions described in this tender, any terms and conditions given by the tenderers contrary to those conditions shall be treated as withdrawn by the tenderer(s).
15.0 OTHER COMMERCIAL TERMS AND CONDITIONS:

15.1 Prices:

a) Prices quoted shall be firm during the tenure of the contract and shall be inclusive of packing, forwarding charges and on F.O.R./F.O.T. Station of dispatch/destination.

b) Any statutory levy / variation in the excise duty, cess on ED, sales tax and entry tax etc. on the items ordered (final finished items for which rates are quoted) at the rates prevailing on the date of scheduled delivery or art the rates prevailing on the date of supply whichever is lower, shall be borne by the Corporation. However, supplier has to furnish documentary evidence i.e. Notification for such levy / variation.

c) Prices are to be quoted on firm basis and there shall be no variation of the same during the period of contract unless specifically agreed to and provided in the contract.

d) If the dispatches are made within the scheduled time, prices as per the contract will be payable. However, if the dispatches are delayed, the Corporation will have the option to either charge liquidated damages or rate difference calculated on the basis prices pertaining to the scheduled date of dispatch and/or prices applicable to the actual date of dispatch i.e., prevailing rate, whichever is higher i.e., ordered value minus liquidated damages or prevailing rate whichever is lower, will be paid. However, extension in the validity of the contract will be required if the dispatches are made after expiry of the contract.

e) If at any time, during the said period, the supplier reduces the sale price of such stores or sell such stores to any other person at a price lower than the price chargeable under the contract, he shall forth with notify such reduction or sale to the Corporation and the price payable under the contract for the stores supplied after the date of coming into force such reduction or sale, shall stand correspondingly reduced.

15.2 Sales Tax:

The Central or State Sales Tax, if applicable will be paid at concessional rate on the cost of the finished goods being supplied including Excise duty thereon at the rates prevailing at the time of scheduled delivery period subject to the suppliers claiming the same as a separate item in their bill. The paying authority shall furnish ‘C’ form, declaration form at the time of final settlement of the bills. The supplier shall furnish the following certificate on the body of the bill claiming aforesaid amount of Sales Tax.

“It is certified that the goods, on which sales tax has been charged, have not been charged, have not been exempted under the Central Sales Tax Act or the State Sales Tax Act or the rules made there under. The amount charged on account of Sales Tax on those goods are not more than what is payable under the provisions of the relevant act or the rules made there under”.

“Certified further that we (our Branch or Agents) ------------------------------------------ address ----------------------------------------are registered as dealers in the State of ----
15.3 **Excise Duty:**

In case Excise Duty is payable on the finished goods which are to be supplied, the supplier shall record the following certificate on their bills.

'It is certified that the Excise Duty on the goods on which it has been charged, has actually been paid by us and is not more than that is payable under the provisions of the relevant Act or the Rules made there under. Excise Duty gate pass should be enclosed along with the supplies and photo copy of Excise Duty gate pass should be enclosed along with the copy of Invoice.

Relevant documents are to be furnished by the contractor to CCI on time for availing Modvat benefit whenever applicable.

15.4 **Packing & Marking:**

a) All machinery, equipments, hardware items and materials prone to deterioration shall be adequately packed to protect them against all damages, pilferage, rust etc., during transit and from atmosphere. Packing shall be adequate and suitable for transport by rail/road as required. Each package shall contain order No. and date and name of consignee.

b) Each consignment must relate to one purchase order only. Where dispatch of material against more than one orders in a single consignment/case is warranted, the material against each order should be packed separately. Order number should be visibly marked outside all packages for easy identification.

c) Any loss, damage or pilferage in transit due to fault/inadequate packing or on any other account will be to the account of the supplier.

d) All packing and forwarding charges are to be borne by the supplier.

15.5 **Delivery and liquidated damages:**

a) The successful tenderer, on receipt of Purchase Order, will finalise a detailed manufacturing schedule keeping in view the over all delivery schedule as per the order. He will indicate the completion dates of critical activities and on approval by CCI, the same will form the basis for monitoring the progress when the items are taken up for manufacture. The copies of the schedules shall be forwarded to inspecting Authority besides Materials Management Department.

b) L.D. for delay in delivery shall levied @ ½% per fortnight or part thereof on the belated supplies against each indent subject to a maximum of 5% of the delayed portion of supplies against that indent. The Corporation will however, not be bound to prove that it has suffered to the extent L.D. claimed. The L.D. for delay in delivery shall be levied on the landed cost inclusive of basic prices, taxes, duties and freight etc.
c) The time and date of delivery are the essence of the contract and the goods must be dispatched within the time and subject to the conditions specified. For such breach of contract, the Corporation will be entitled to take any other course of action against the supplier as it may deem fit like stoppage of business dealings/debarring from tendering etc.

15.6 Freight:

a) Stores, ordered for, must be dispatched in such a way that the total freight charges whether based on cubic measurement or weight should be minimum keeping in view that the underload consignment are to be avoided.

b) The supplier shall obtain clear and unconditional Railway Receipt/Parcel Way bill/Lorry Receipt from the carrier.

c) The supplier shall have to make arrangements for the dispatch of all oversize dimensional consignments to purchaser’s site and shall be responsible for taking permission, if necessary, from the concerned authorities for the movement of such oversize consignments from the Station of Despatch to Destination Station. All expenses incurred in this connection shall be borne by the supplier.

15.7 Invoicing:

a) Two copies of invoice (One of which should be in original), packing list/delivery challan along with Railway Receipt/Lorry Receipt/Parcel way bill/Inspection Certificate issued by the Inspecting authority or similar other documents as above should be sent to the consignee. The documents as above should be sent within 72 hrs. from the dispatch of the consignments to avoid payment of demurrage / wharfage. Any demurrage / wharfage paid by the Corporation due to non/late receipt of documents will be to the amount of supplier. (Duplicate copy of Invoice is to be furnished for availing MODVAT on E.D. if applicable).

b) A telegraphic intimation giving details of RR/Lorry Receipt/Parcel Way Bill, consignment details, such as no. of packages, weights and values shall be sent to the consignee in advances.

c) Two copies of invoices of which one shall be original duly pre-rejected, along with packing list, delivery challan, Inspection Certificate issued by the Inspection Authority shall be sent to the paying authority. In case the dispatch documents are be sent through Bank, advance copy of the invoice shall be sent to the paying authority within 72 hrs. of the dispatch of the consignments.

d) One copy of the invoice along with a copy of Packing list/delivery challan shall be sent to the officer who has placed the order.

e) If any extra charges including wharfage or demurrage are incurred in taking delivery of the consignment to due supplier’s failure to observe the conditions mentioned above same will be recovered from the supplier.
15.8 Inspection:

a) Pre-inspection at supplier’s work will be carried out by P&I department of CCI/Unit/any other agency at the sole discretion of CCI.

b) All inspection call will be issued from works and not sales office with the stamp of the supplier, giving a clear notice of 21 days from the date of stamp of the Post Office, when any items are offered for inspection.

c) Inspection will cover checking of all items being manufacturing by the supplier at his own works, at the works of his sub-suppliers and also of any of his bought-out-items.

d) The supplier will provide all facilities including tools, instruments and other apparatus to inspecting officer to facilitate inspection and avoid delay in work on this account.

e) The tests would normally be conducted as per BIS Standards wherever available and in other cases as per prevalent engineering practices for consignments, checking of material will be done for chemical analysis, physical properties, visual inspection, non-magnetic property, test certificates and other non-destructive tests (if specified in the purchase order). Test verification of chemical composition will be done in a Govt. laboratory/Govt. approved laboratory/any other reputed laboratory at the discretion of CCI wherever required.

f) The Inspector will have access to the premises/workshop of supplier, his sub-supplier at all reasonable times to undertake inspection, take samples, take any other measurement or readings and to check the progress of any of the items.

g) Inspection will include checking of raw materials manufacturing procedures, stage inspection (as per stages to be indicated/required by CCI during execution) and final inspection. All detailed records about the stage inspection will always be kept by the manufacturer and CI inspector will be at liberty to check those records on demand.

h) For any sub-contracted items, supplier will inspect them himself before offering them to CCI for inspection. In this regard, the supplier will submit his inspection report along with all documents while giving inspection call for sub-contracted items.

i) The supplier will immediately on receipt of the order, draw an inspection plan with CCI for identifying the stages at which checking is to be done to meet with CCI’s requirements.

j) Final inspection will be carried out when the material/equipments are ready in all respects preferably before painting. The extent and type of inspection will depend upon type of equipment/item and its function in general and will include items like checking of critical dimensions, physical tests, straightness/flatness and surface finish, checking of hardness of components, carrying out load/no load trails, dynamic/static balancing, leakage and hydraulic tests, contract impression, tooth profile and back lash etc.

k) The manufacturer will supply to the inspector all test certificates and records of their own internal inspection at the time of final inspection. These will include manufacturing records, destructive and non-destructive tests, impulse test etc.
1) If the inspector has advised the supplier to do certain rectifications before dispatch of materials, these instructions will be carried out and materials will not be dispatched without these rectifications. Inspection by CCI Inspectors will not absolve the supplier from his responsibility regarding the quality of materials supplied by him or his sub-contractors/sub-suppliers. CCI will have the right to reject the materials if after their receipt at site, it is found that the rectifications advised by CCI were not carried out or the items do not give the specified performance as per the specifications and the guarantee.

m) For long delivery items, the suppliers will sent a monthly progress report indicating the latest status of each item/assembly/sub-assembly to enable CCI to know the progress of work.

n) Not withstanding the stage/final inspection done at the works of supplier, CCI reserves its right to inspect or test the goods at its destination site and any defects/shortcomings noticed will be made good by the supplier at his own cost including replacing the item free of cost and in time to complete the supply/work as per contracted time schedule, at his own expenses.

o) CCI reserves the right any bought out item and in this regard the supplier will submit all necessary records, data and documents so as to enable CI Inspector to undertake inspection.

p) All costs involved in connection with inspection/testing will be borne by the Supplier.

15.9 Warranty regarding quality of material supplied:

a) Supplier shall guarantee that all the items supplied by them whether manufactured by them or their sub-contractor or purchased from any other source and supplied to the Corporation shall be new and free from all defects arising due to defective material or manufacturing defects. Items supplied shall be of first class workmanship with effective design.

b) The supplier shall warranty to replace, rectify or repair free of cost at the factory site, the component or part of item proved to have become unserviceable due to any of the above defects within a period of 12 months from the date of use of the material or 18 months from the date of dispatch of item, whichever is later. In the event of the suppliers not complying with the above within a reasonable time the Corporation will have the option to rectify/repair or replace the defective parts/component after 3 weeks notice to the supplier and recover the cost from the supplier.

16.0 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.
### PRESENT CONTRACTS/JOBS IN HAND

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Client</th>
<th>Nature of work</th>
<th>Tonnage/qty.</th>
<th>Approx. value of Cont.</th>
<th>Date of start</th>
<th>Stipulated date of completion</th>
</tr>
</thead>
</table>

**NOTE:** Please attach photo copies of contracts.

---

**Signature of the tenderer**

**PLACE:**

**DATE:**

(C) (Name and address with seal)

---

**CEMENT CORPORATION OF INDIA LIMITED**

**TANDUR CEMENT FACTORY**

**ANNEXURE - B**

**NO RELATION CERTIFICATE**

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

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Name of the Officer</th>
<th>Post held</th>
<th>Place of post</th>
</tr>
</thead>
</table>

---

**Signature of the tenderer**

**PLACE:**

**DATE:**

(C) (Name and address with seal)
NOT APPLICABLE

---

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>List of trucks owned with Regn. No.</th>
<th>Size/Capacity</th>
<th>Make</th>
<th>Year of Mfr.</th>
<th>General Condition</th>
</tr>
</thead>
</table>

Signature of the tenderer
(Name and address with seal)

NOTE: Information should be submitted duly certified by Regional Transport Authority and Certificates without attestation of RTA will not be considered.
PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT:

WHERE AS M/s.----------------------------------------------------------------------------------------------- (Name & address of the Party) a Company incorporated under the Companies Act, 1956, having its Registration Office at -------------------------- ------------(hereinafter call the 'TENDERER') wish to participate in tender enquiry No.--------------------- ------------dated---------------------------- of the Cement Corporation of India Ltd., a Company incorporated under the companies Act, 1956, having its registered office at Core-5, Scope Complex, 7 Lodhi Road, NEW DELHI – 110 003 (hereinafter called the 'CORPORATION') for **supply/execution of-------------------------- (name of the supply item/work) for-------------------------- -------------(name of CCI's Project/Factory)

AND WHEREAS in terms of the tender conditions the tenderer is required to furnish to the CORPORATION a Bank Guarantee for the sum of Rs.------------ ------------------------------------- (Rupees----------------------------------------------------------------------------------words as 'Earnest Money against the TENDERER’S offer aforesaid.

AND WHEREAS we--------------------------------------------------(Name and 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 writing by the CORPORATION the amount of Rs.---------------------------- ----------(Rupees-----------------------------------------------------------------------------(in words), without any reservations and recourse, if the tenderer shall for any reason backout, whether expressly or impliedly, from their said tender during the period of its validity or 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 is not dependent or conditional on the Corporation proceeding against the tenderer and we shall be liable to pay the amount, without any demur, merely on a claim being raised by the Corporation.

The guarantee herein contained shall not be determined or aforesaid 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 purposes 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 Rs.---------------------------------(Rupees-------------------------------------------------------(in words). Our guarantee shall remain in force till------------------------(date). (To be given for four months from the date of opening of Techno-commercial bid). Unless a suit or action enforce a claim under the guarantee is filled on us within two months from the aforesaid date Viz.-------------------------------we shall be relieved and discharged from all liability thereunder.
We----------------------------------------------------------(Name of the Bank) lastly under take not to revoke this guarantee during its currency except with the previous consent of the Corporation in writing.

For: ------------------------------

Date:-----------------------------

• Delete if not applicable.
** Delete whichever not applicable.