



सीमेंट कारपोरेशन ऑफ़ इंडिया लिमिटेड

Cement Corporation of India Ltd

(A Govt. of India Enterprise)

(An ISO 9001:2015 & ISO 50001:2018 Certified)

Rajban,

तहसील पांवटा साहिब, जिला-सिरमौर (हि.प्र.) 173029

Ref: RCF/HR/Tender/Shopping-Complex/22

Date: 10.05.2022

CORRIGENDUM -I

Notice Inviting for Limited Tender for the year 2022

Sealed application/Tenders are inviting for running of Grocery/Kriyana Shop at Shopping Complex, CCI Colony, Rajban

Unit.....Rajban

Tender-ID..... Ref.No: RCF/HR/Tender/Shopping complex/22
Date 06.04.2022

Subject..... Sealed application/Tenders are inviting for running of
Grocery/Kriyana Shop at Shopping Centre Complex,
CCI Colony, Rajban

Opening date for sale of Tender..... 11.05.2022, the complete tender documents are
available on our website: www.ccilttd.in

Closing date for sale of Tender.....21.05.2022 (1:00 PM)

Last date of Submission Tender documents.....21.05.2022 (up to 2:00 PM)

Opening date of Tender.....21.05.2022 (at 03:30 PM) at Admin Building

Tender.....View (Limited Tender)

HOD (M&Cs)

HOD (HR)

Ref.No: RCF/HR/Tender/Shopping-Complex/22

To,
M/s _____

Tender Documents

1. Cement Corporation of India Ltd. (A Govt. of India Enterprise) invite sealed tenders notice inviting for running of grocery shop/Kiryana shops at CCI shopping complex at rajban from reputed agencies. The terms & conditions and other condition are given in Annexure-I & II respectively.
2. The formats for price BID are at annexure III for full time and need basis respectively.
3. The tenders are to be sent in two separate sealed envelopes, one containing only price bid Super scribed as "**PRICE BID**" and the other containing terms and conditions duly signed and EMD and other documents super scribed as "**Techno- Commercial Bid**". Both these envelopes are to sealed in a separate envelop super scribing "**Tender for Running of grocery shop/Kiryana shops at CCI shopping complex at Rajban**".
4. The tender shall be signed by a person duly authorized person of the agency and shall be sent to:

HOD (HR)
Cement Corporation of India Ltd.
Rajban Cement Factory
At & PO- Rajban, Tehsil -Paonta Sahib, Distt-Sirmour (HP)-173029

5. Qualifying Criteria/Eligibility

Description
As mentioned in Part-III (Special Terms & Conditions)

6. The Important dates are as follow:-

- | |
|---|
| <ol style="list-style-type: none">a. Last date for receipt of sealed bids-21.05.2022 till 2:00 PMb. Opening of Technical Commercial Bid – Same day at 3:30 PMc. Representative of the bidders, who wishes to be present may be present.d. PRICE Bid of the firms who qualify in the Technical Bid will be opened on date to be intimated later, in the presence of bidders/their representative who like to be present. |
|---|

7.EMD of Rs. 5,000/- (Rupees Five Thousand Only) in the form of NEFT/RTGS in favor of Cement Corporation of India Limited, at SBI Rajban (HP) (Branch Code through only 3399) will be required to be deposited along with tender. Later on this amount will be considered as Security deposit for the successful tenderers. However, the balance amount required as per rules on account of **Security deposit equivalent to 5% (Five present) value of the total contract/work order** will also be adjusted from the monthly bills.

8. Any tender not accompanied by requisite EMD amount shall deemed to be invalid and will be rejected by CCI.

9. The Security Amount shall be forfeited if the tenderer withdraw his tender during the validity period of the tender.

10. The bid shall remain valid for a period of three months from the date of opening of the tender.

11. The rates quoted shall remain unchanged during the currency or extended period of the contract and no increase what so ever shall be allowed.

12. CCI reserves the right to accept /reject any bid to cancel the bidding process at any time and reject all bids, at any stage prior to placement of order, without thereby incurring any liability.

14. Dispute Under this contract and Arbitration: -

14.1 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 matters which are to be decided as per provisions made in these terms & conditions) the same shall be referred to GM of CCI Ltd. Rajban For appointment of a 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 matter in dispute or difference or dealt With 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 Rs.50,000/-. The award of the Arbitrator shall be final and binding on the parties to this Contract.

14.2 Subject to aforesaid the Arbitration and Conciliation Act, 1996 the rule made there under any statutory modifications thereof for the time being in force shall apply to the arbitration proceedings under this clause.

14.3 The work under this 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 Proceeding unless such payment related to the matters under Arbitration.

14.4 The venue of the Arbitration shall be Rajban or such other place as the Arbitral Tribunal at his discretion made determined.

14.5 All matter connected with this shall be governed by the Indian Law both substantive and procedural, for the time being in force and shall be subject to the jurisdiction of Indian Courts at Paonta Sahib (HP)

15 Any clarification may be obtained from HOD (HR)-CCIL, Rajban (H.P)

HOD (HR)
Cement Corporation of India Ltd.

At Rajban (HP)





सीमेंट कारपोरेशन ऑफ़ इंडिया लिमिटेड

(भारत सरकार का उपक्रम)

(ISO 9001:2015 & ISO 50001:2018 प्रमाणित)

राजबन

तहसील पांवटा साहिब, जिला-सिरमौर (हि.प्र.) 173029

Ref.No: RCF/HR/Tender/Shopping-Complex/22

Date: 06.04.2022

Part-III - SPECIAL TERMS AND CONDITIONS

1. The License will be given for the two years w.e.f.....2022 which can be extended further for another year subject to satisfactory performance of the licensee, be mutual consent in writing. However, the premises will be inspected by committee nominated by the Management, if required, in case the committee is not satisfied with the cleanliness of the area, equipment, services, stuff and quality of the material being sold by shopkeeper, the license will be cancelled with a months' notice during the period of license. No notice will be placed in case performance is not satisfactory during the said period.
2. That the monthly license fee of Rs. 4000/- (Rupees Four Thousand only) plus GST as applicable both for shop and residence will be charged and separate bill will be raised in the starting of the month. The license fee of each month will have to be deposited by 10th of subsequent month.
3. The electricity charges will be applicable on commercial rates on actual basis of meter reading. The electricity charges are to be paid by the licensee within 10 days from the date of receipt of the bill failing which an additional 10% surcharge will be levied and in case of default for the consecutive months, the supply will be disconnected.
4. The license shall not in any way assign rights or carry out any business other than for which the license is granted or employ or take the assistance of any one whose names are not approved by the company. Further no subletting will be allowed and you shall run the shop yourself and in case anyone other than you found running the shop, the license will be terminated forthwith without any notice.
5. You will be keep sufficient quantity of items for which you been granted this license.
6. The shops are being allotted/licensed n 'as is where is' basis.
7. No structural alteration of any type shall be made without written permission of CCI.
8. The business hours shall be fixed as per the convenience of the employee's/colony residents. The CCI may at any time impose change in business hours to suit the needs of the employee's/colony residents. The license shall not close the stall/shop or suspend his business without valid reasons and without prior intimation to the company.
9. The CCI will not be responsible for any transactions carried on between the license and customers.
10. The CCI will not be responsible for the protection of the property of the license.



11. Damage of disfiguration of any nature to the premises and fixtures shall be subject to compensation at replacement cost.
12. Area provided of commercial shop is 250 sqft in A 25 x 10 feet.
13. Tenderers can visit place/shop before submission of Tender.
14. You will charge the rates for items on attractive / appropriate discounts than the rates prevalent in the Paonta Sahib market. You will also display the rates of available items at the shop.
15. The license is terminable with two months' notice by the licensee or on payment of two months' license fee in lieu of the notice period.
16. CCI reserves the right to terminate the license by a month's notice without assigning any reason or without any notice on infringement of the terms of the license on the date of expiry of the notice period, the licensee shall remove his goods and vacate the stall/shop peacefully and on his failure to do so, CCI will report for incident to Local Administration (Police Department) to appropriate action.
17. Bio-Waste Management will be in a proper way. The premises and surroundings of the shop shall be kept clean and tidy by keeping dustbins at appropriate places and are subject to inspection by the nominated committee of CCI.
18. The licensee has to pay amounts, in case of any accident to the personnel employed by them during the business time. The licensee alone is liable for workmen's compensation and any other statutory dues. CCI is not liable for payment of any such compensation.
19. No child labour shall be employed for servicing as per law.
20. In case of dispute arising out of the terms and conditions of this contract, the decision of CCI shall be final and binding on the licensee.
21. CCI reserves the right to impose any other conditions on the licenses and when necessary in the interest of the company
22. The earnest money of Rs. 5000/- (Five thousand only) deposited by you shall be refunded within 15 days of awarded LOI by CCI after duly verified by HOD (HR)
23. EMD of unsuccessful tenderers will be refunded will be refunded after the allotment of the shop in subject.
24. The successful tenderers to furnish security deposit of Rs. 15,000/- (Fifteen Thousand Only) by way of FDR/DD/Bank Guarantee (in CCI Format) within 15 days from the date of acceptance of the Letter of Intent/Work Order. Failure to furnish security deposit in accordance of offer/issue of Work order will be considered to be breach of contract which would give the Corporation the right to terminate the contract and forfeit the contract and forfeit the EMD amount. For such breach of contract, CCI will also be entitled to take any other course of action against the successful tenure as it may deem fit like stoppage of business dealing/debarring from tender etc.
25. SD shall be released after expiry of the license period towards the satisfactory performance of the contract duly certified by HOD (HR) for which no interest will be paid by CCI.



26. All the tenderers including those registered with corporation should furnish earnest money through online mode RTGS/NEFT in favour on Cement Corporation of India Limited payable at Rajban. The tenderers can submit the requisite EMD in or registered bank account (SBI). The bank details for the purpose of RTGS/NEFT are furnished hereunder.

CEMENT COPORATION OF INDIA LTD
BANK ACCOUNTS: 30307670044
IFSC CODE: SBIN0003399
BRANCH: RAJBAN

27. The tenderer will require a valid license to run shop from concerned Licensing Authorities.

28. Supplied grocery items should be branded and good quality.

29. The age of tenderer should not be less than 18 years, subject to Physical and medically fit to run the shop.

30. The tenderers should open shop on every day including Sunday.

31. Minimum Home delivery order Rs.300 or more and home delivery to be delivered within a day. For urgent home delivery of orders within 30 minutes Rs.20/- extra shall be charged by tenderer.

32. There is no transfer of interest of the shop to the licensee under this license but only a right to licensee to run the shop.

33. The payment of any bill against goods supplied or services rendered to the Corporation should not be linked with the payment of rent and other charges.

34. In case licensee is interested to continue to run the shop, he should submit his intention in writing before one month of completion of the license period.

35. **Dispute Under this contract and Arbitration :-** In the event of any question/dispute breach of connection with any matter under this agreement and scope of terms & conditions herein or in connection with any matter this agreement (except for those matters which are to be decided as per provisions made in these terms & conditions) the same shall be referred to GM of CCI Ltd. Rajban for appointment of a 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 matter in dispute or difference or dealt 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 Rs. 50,000/-. The award of the Arbitrator shall be final and binding on the parties to this contract.

36. Subject to aforesaid the Arbitration and Conciliation Act, 1996 the rule made there under any statutory modifications thereof for the time being in force shall apply to the arbitration proceedings under this clause.

37. The work under this 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 proceeding unless such payment related to the matters under Arbitration.



38. The venue of the Arbitration shall be Rajban or such other place as the Arbitral Tribunal at his discretion made determined.
39. All matter connected with this shall be governed by the Indian Law both substantive and procedural, for the time being in force and shall be subject to the jurisdiction of Indian Courts at Paonta Sahib (HP)
40. Tenderers are requested to study the terms and conditions of the tender carefully, and then submit their tenders accordingly. Any Bid received against this tender and any contract resulting from this tender shall be governed by the terms and conditions indicated in the tender document and the bidder quoting against this tender shall be deemed to have read, understood and accepted the same. No clarification shall be entertained after receiving the bids.

DATE:
PLACE:

SIGNATURE OF THE TENDERER:

NAME :
MOBILE :
ADDRESS :





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Ref: RCF/HR/Tender/Shopping-Complex/22

Date: 06.04.2022

TENDER FORM/PRICE BID FOR SHOPS
APPLIED FOR KIRYANA/GROCERY SHOP

1. NAME OF THE PARTY WITH FULL ADDRESS:-

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2. ADDRESS AND NAME WHERE PRESENTLY SUCH SHOP BEING RUN:-

.....

3. PAST EXPERIENCE:-

.....

4. INVESTMENT CAPACITY :-

.....

5. REMARKS IF ANY :

.....

6. EMD DEPOSIT

D.D.NO. Cash Receipt No. :-

.....

7. INCOME TAX/COPY OF AADHAR AND PAN NO :

.....

8. RENT (Rs.) OFFERED BY TENDERERS:

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Note:

1. GST as applicable will be charged extra.
2. H-1 party will be decided on the given highest rent rates.
3. The term and conditions as enclosed (PART-III) with tender form are acceptable to us.

I have gone through the detailed terms and conditions as per enclosure and accepted the same.

DATE:.....

SIGNATURE OF THE OWNER
WITH FULL ADDRESS

