

Cement Corporation Of India Ltd.
Dehradun Zonal Office.
31-B, Ist Floor, Rajpur Road, Dehradun – 248001
Phone/ Fax No.0135-2713696

TENDER NOTICE.

Ref: No.CCI:DZO:H&T:2010-11

Dated : 28.05.2010

**Sealed Tenders are invited in the prescribed form separately SUPERSCRIBING
Tender No. & Name of Work for the following works/items as detailed below :-**

S.No	Tender No. & scope of work	Quantity P M T / Per Month	EMD by DD (In Rs.)	Last date of Submission of tender (Up to 11.30 A.M)	Date of opening of Techno commerci bids (At 12.00Noon)
01.	CCI:DZO:H&T:2009-10 Appointment of Handling Contractors for Handling Storage of Cement (Road Supplies) at Haridwar - Roorkee - Saharanpur - Jagadhri -	2000 MT 1500 MT 2000 MT 1500 MT	10,000/- Each For every Dump	02.07.10	02.07.10

Request for obtaining tender documents should be sent to Asstt. Manager (Fin.) at above address by depositing Rs. 500.00 for each tender or (Rs. 550.00 if required by post) by way of DD in favour of Cement Corporation Of India Ltd., payable at Dehradun . In case of Tender document is downloaded from website : <http://www.cementcorporation.co.in> Tender fee of Rs. 500/- is required to be submitted by way of DD along with Tender. Tenders dully filled/complete in all respect along with EMD etc. may be submitted by the date and time given above which will be opened on the same day at 11:30 PM in presence of the tenderers or their authorized representatives who may wish to be present. Offers of only those tenders will be considered who will buy our tender documents in their own name. CCI reserves the right to reject any or all the tenders without assigning any reasons thereof.

ZONAL MANAGER (NORTH)

CEMENT CORPORATION OF INDIA LIMITED

(A GOVT. OF INDIA ENTERPRISE)

Regd. Office : CORE-V, 5TH FLOOR , SCOPE COMPLEX,7, LODHI ROAD,NEW DELHI – 110 003 .

Zonal Office : 31- B, IST FLOOR, RAJPUR ROAD, DEHRADUN – 248001 (UTTRAKHAND)
PHONE 0135- 2713696 , 2652033 Fax No. 0135 -2713696

REGISTERED

REF :

DATED:.....

SUB : TENDER FOR APPOINTMENT OF AGENTS FOR CLEARING, TRANSPORTATION, HANDLING AND STORAGE OF CEMENT AT _____ .

Dear Sirs,

We are enclosing our tender documents in duplicate for the above work detailed in the enclosed tender documents. Your offer in sealed cover containing separate sealed covers for (i) Commercial Bid and (ii) Price bid along with one set of tender documents is invited at the above mentioned address in accordance with our terms and conditions of the tender which should reach us as per the schedule given below:

1. TIME SCHEDULE

PARTICULARS	Date & Time of Submission of Tender	Date & Time of opening of Tender
a) Techno- Commercial bid along with EMD and duplicate copies of CCI's tender documents duly signed (each page initialed) in token of acceptance of terms and conditions.	Up to 11.30AM	at 12.00 NOON
b) Price bid	Up to *	*

* The time and date of opening of price bid will be informed to only such of those tenderers whose techno-commercial offers are found acceptable .

- The EMD must be submitted along with the Techno-commercial bid for a value of Rs. 10,000.00 and must not be enclosed with the price bid (refer clause I of Part-II). Offers not accompanied with requisite EMD may not be considered.
- The validity of the offer should be kept open for acceptance for 4 months from the date of opening of techno-commercial bid.
- The price bids should be submitted only as per CCI's price bid format otherwise the tender is liable for rejection .

5. The tender received after due date/ incomplete tenders are liable to be rejected .
6. The tender documents are to be used only for the dump/warehouse for which they are issued. In case the tenderers wish to participate in other tenders of dumps / warehouse also, separate tender for each dump/ warehouse should be purchased and submitted along with earnest money deposit and other enclosures as specified in the tender , citing the reference of the tender.
7. The tender documents should comprise of following (in duplicate):
 - a) Covering letter which must be submitted by the tenderer dully signed.
 - b) Part-I instructions to tenderers .
 - c) Part-II General Terms and conditions.
 - d) Part –III (A+ B) special terms & conditions.
 - e) Price bid Performa (price schedule) to be submitted dully filled in separate sealed cover .(Annexure ‘A’)
 - f) Relationship certificate – Annexure ‘B’
 - g) Unexecuted/ past & present contracts/jobs in hand- Annexure C.
 - h) Format for additional information – Annexure ‘D’ .

Please confirm your participation by return post.

Yours faithfully,
FOR CEMENT CORPORATION OF INDIA LTD.

Zonal Manager (N)

Encl: As above.

**COVERING LETTER WHICH MUST BE SUBMITTED
BY THE TENDERER DULY FILLED IN AND SIGNED.**

Reference No.

Dated : -----

To,
The Zonal Manager (N)
Cement Corporation Of India Ltd.
31-B, Ist Floor , Rajpur Road,Dehradun-248001
Phones : 2713696 , 2652033 Fax. 0135-2713696

Dear Sirs,

**SUB: TENDER FOR APPOINTMENT OF AGENT FOR CLEARING, HANDLING
TRANSPORTATION AND STORAGE OF CEMENT AT _____**

REF : TENDER NO _____.

With reference to your tender for the above work, we/ I hereby submit our/ my tender/price bid in the enclosed Annexure 'A' in separate sealed envelop.

1. The terms and conditions as mentioned in the tender are acceptable to us/ me. One copy each of your terms and conditions in Part- I,II and III (A+B) duly signed by us/ me enclosed. The declaration from in Annexure 'B' is enclosed.
2. A copy of our/ my latest income tax clearance certificate/ proof of submission of the returns duly attested by Gazetted officer is enclosed.
3. We / I also give details of our/ my experience for last three years for the above type of work in the enclosed Annexure 'C' Supporting copies of the orders/ agreement and performance certificate from customers are also enclosed .
4. Earnest money of Rs. 10,000.00 in the form of Bank Draft No. _____
Dated _____ in favour of Cement Corporation of India Limited, Dehradun is enclosed.
5. We/ I hereby declare that We/ I have not been debarred from tendering from contracts in any of the Department of Government, Semi- Government and Local Authorities.
6. Partnership deed is enclosed herewith (to be submitted by Partnership firm only) (In case of Companies Memorandum and Articles of Association need to be submitted). In case of Proprietary concern, the name and address of the proprietor may please be intimated.
7. We/ I also certify that the information given by us/me in the tender documents is correct and if at any stage the same is found to be incorrect, the contract will be liable to be terminated/ rescinded, and action will be taken against us / me by the Corporation for damages.
8. We are/ I am able to handle _____ MT cement per month.
9. We are/ I am duly authorized/ empowered to sign all the tender documents.

SIGNATURES

- a) Name of the tender _____
- b) Full Postal Address _____
- c) Telephone Nos. - Office _____
Resi : _____
- d) Telex/Fax No. _____

WITNESS:

1. _____

- 2 _____

Cement Corporation Of India Ltd.
(A Govt. of India Enterprise)

PART – I

INSTRUCTION TO TENDERERS

1 General

- a) The tender should be addressed to Cement Corporation Of India Ltd. Dehradun
- b) 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

- a) Every tender shall be made out in English. All amounts shall be indicated by Tenderer in figure as well as in words. Where there is any difference between prices quoted in figures and words, amount quoted in words shall prevail. Tender should be free from over writings. All corrections and alterations should be duly attested by the Tenderer. The words ‘ NOT QUOTED’ should be written against items in the schedule for which the Tenderer does not wish to tender ..

- (i) The tender must be accompanied by Earnest Money Deposit of Rs. 10,000. (Rs. Ten Thousand only) in the form of Demand Draft drawn in favour of Cement Corporation of India Ltd., and payable at Dehradun.

- (ii) The tenderers request for adjustment of earnest money from any amount dues to them from the Corporation on any other account will not be accepted under any circumstances.

- (iii) Tenders will be received upto 3.00 PM on and commercial bids will be opened on the same day at 3.30 PM . The commercial bids received will be duly evaluated by the Tender Committee and only those tenderers who satisfy all the conditions of the tender, shall qualify to have their price bids opened . Date of opening of price bids will be intimated to the tenders.

iv) QUANTITY

Total quantity..... M.T. per month (subject to availability and movement restrictions). The quantity given is only indicative and the Corporation reserves the right to make variation in the quantities or materials as given in the tender notice and Handling Agent shall not be entitled to any compensation on this account, under any circumstances whatsoever.

NAME OF THE DUMP

Period of Contract - The Contract shall be valid for a period of two years however the second year validity of the contract is subject to satisfactory performance of the contractor during first year. At the sole option of the Corporation the contract shall be extended for a further period of one year on the basis of satisfactory Performance of the contractor for the past two years.

- v) Separate Tender should be submitted along with Earnest Money for each Dump. A common tender for more than one dump (s) is likely to be rejected.

- b) Tender is to be sent in a sealed envelope in the manner prescribed below :
- i) Commercial terms and conditions should be sent in a separate sealed cover and should be superscribed “ Commercial Terms ”.
 - ii) The price bid should be sent in a separate sealed cover and should be superscribed “prices ”
 - (iii) Both these sealed Covers should be sent in a separate sealed cover marked :
 - a) Offer for Clearing, handling, transportation and storage at
 - 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 him to do so.
 - v) A true copy of the Registered partnership deed duly attested should be furnished along with Certificate of Registration .
 - vi) In the case of Company, the tender should be executed in the manner as laid down in the said Company's Article of Association.
 - vii) Tender received after the specified time and date will not be entertained .

- c) Tenders not submitted in the appropriate departmental form. If any and if they are not complete in all respect are likely to be rejected. If no form has been prescribed in the tender documents, the tender can be submitted on firm's own form.
- d) Only Proprietor/ Partner or their authorized agents, are qualified to tender.
- e) The tender with Terms and Conditions in Part-I,II, III (A+B) and Annexure A,B,C & D duly signed shall be sent along with the earnest money deposit, if any with a covering letter as tender documents .**Earnest Money Deposit, shall not be kept in the price Bid but shall be enclosed with the “Commercial Terms”** .
- f.) Tenderers shall not be entitled to claim any costs, charges, expenses incidentals for or in connection with preparation and submission of their tenders even though the Corporation may elect to withdraw the “ Invitation of Tender ” or reject all tenders without assigning any reason thereof.
- g) Each Tenderer must submit his Income-Tax Certificate for the latest year from his appropriate income tax Authorities in the form 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 Zonal Office Dehradun by authorized committee in the presence of such of those tenderers who may choose to be present. The representative will have to establish their identity to the satisfaction of the Corporation by producing introductory letters from their principals etc. otherwise they will not be allowed to present at the tender opening.
- b) **Clear Understanding :**
When a tenderer submits his tender in response to this tender document, he will be deemed to have understood fully about the requirements terms and conditions. No extra payment will be made on the pretext that the tenderer did not have a clear idea of any particular point.

4. **Validity of Offer:**

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

5. **Reference List :**

- a) The tenderer should submit along with their offer reference list in support of his having carried out similar jobs.
- b) The tender(s) should submit along with their tender(s) the list of past //present /unexecuted orders in hand , if any for same/similar jobs and period by which jobs are proposed to be completed (Proforma enclosed) Annexure 'C' .

6. **Award of Contract :**

- a) The Corporation reserves the right:-
 - (i) To accept in its sole and unfettered discretion any tender for whole or part quantities or to reject any or all tenderes without assigning any reasons thereof.
 - (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 think fit.
 - (iv) To place adhoc work order simultaneously or at any time during the period of contract with one or more Tenderers(s) for such quantity and for such jobs as the Corporation may think fit .
 - b) The Corporation does not bind itself to accept the lowest tender or assign any reason for non acceptance of the same .
 - c) Firms which have failed to fulfill earlier contractual obligations may not be considered.
 - d) The work order resulting from this tender and any amendments to be issued subsequently with its terms and conditions and stipulations constitute the entire agreement relating to the tender between the successful tenderer, and the Corporation and both parties are bound by the terms and conditions.
7. The Corporation shall mean and include the administrative and executive officers of its Corporate Office at New Delhi as well as of Zonal / Regional/Sales Offices as the case may be who are authorized to deal with all matters relating to this contract on its behalf.

8. In case the due date of sale/submission /opening of tender falls on Govt. holiday(s) the succeeding working day/date will be treated as due day/date automatically. However, the time will remain unchanged.

CEMENT CORPORATION OF INDIA LTD.

(A GOVT. OF INDIA ENTERPRISE)

PART- II: GENERAL TERMS AND CONDITIONS

1. O. EARNEST MONEY DEPOSIT;

- 1.1. All Tenderers including those registered with the Corporation should furnish earnest money deposit, by way of Bank Draft in favour of Cement Corporation of India Limited payable at Dehradun. Tender 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 contract 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 within 15 days from the date of LOI or work not started after acceptance of the tenderers 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 2.2 below.
- 1.5. Public Sector undertakings (Central/State) and SSI Units registered with NSIC are exempted from submission of Earnest money deposit . The SSI Unit shall furnish a documentary proof to the effect that they are registered with NSIC along with the tender documents.

2. SECURITY DEPOSIT:

- 2.1 The amount of Security deposit as specified in the terms and conditions of the contract shall be deposited by the contractor within period specified.
- 2.2 Failure to furnish Security Deposit in accordance with conditions of the tender within 15 days of the award of the contract will be considered to be breach of contract which would give the Corporation the right to terminate the contract and forfeit the Earnest Money Deposit amount in addition to the right of the Corporation to entrust, clearing, handling transportation and storage work to any other party at the risk and cost of the Contractor .
- 2.3 The security Deposit may be made by Bank Draft and Bank Guarantee as specified in favour of the Corporation from a Nationalized /Scheduled bank. The Earnest Money Deposit in the form of cash/Bank Draft will be adjusted towards portion of security Deposit Bank Guarantee should be made valid up to 6 months from the date of expiry of the contract in the format enclosed.
- 2.4 In the event of any upward revision in the value of the contract the contractor should on receiving intimation from the Corporation, increase the Security Deposit by such sum as specified by the Corporation on the total revised 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 contractor and in such an event the contractor 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 partially at the sole discretion of the Corporation should the contractor either fail to complete the jobs assigned to him/them or to fulfill his contractual obligations or to settle in full his dues to the Corporation . This will be in addition to the corporation's right to entrust the work to any other party by calling tender or by any other mode at the risk and cost of the contractor. The Corporation is empowered to deduct from Security Deposit or from 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 condition of the contract.

2.7 The Corporation shall have a lien over all or 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 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 or debt due by the contractor from any/ security deposit which may have become due or become payable to the contractor under this contract or any other contract or transaction whatsoever between the contractor and the Corporation, without prejudice and in addition to other rights of the corporation to recover the amount of any such claim by other remedies legally available.

3. Members of the Corporation not individually liable :

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

4. Corporation not bound by personal Representations:

The contractor shall not be entitled to any increase in the rates or any other right or claim whatsoever by reasons of any representations, explanation or statement or alleged to have given to him by any employees of the Corporation .

5. Non-performance of contract/cancellation of contract/Rights 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 instructions given by the authorized representative of the Corporations .

5.2 Any bribe, commission , gift or advantage given, promised or offered by on behalf of the Contractor, their partners, agents or servant or representative of the Corporation for obtaining or the execution of this or any other contract or for receiving payments under the contract shall in addition to the criminal liability he may incur, subject to cancellation of this or any other contracts and also to payment of any loss resulting from any such cancellations and the Corporation shall be entitled to deduct the amount so payable from any money otherwise due to the contractors contracts has under this or any other contracts any question or dispute as to whether the contractor has incurred any liability under the clause shall be settled by the Corporation in such a manner and on such evidence or information as they may think fit and sufficient and their decision shall be final and conclusive.

5.3 The contract can otherwise be terminated by giving one months notice by the Corporation without assigning any reasons therefore.

6. 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 successful contractor subletting or assigning the contract or any part thereof without permission the Corporation shall have the right to cancel the contract and the successful 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, it will not recognize any contractual obligations with person or party to whom the contract has been sub-let and the successful contractor will be held responsible for the satisfactory due and proper fulfillment of the contract.

7. Compliance of Rules and Regulations :

- 7.1 The contractor shall observe all the Rules/Regulations of the Central and State Government and the local authorities as relating to work . If any breach of the said Rules/ Regulations/Orders is committed by him , he shall be solely responsible .
- 7.2 All the employees/Workers engaged by the contractor will be treated as employees of the contractor for all purposes. The contractor will not pay wages and allowance, bonus, gratuity . PF. Employees State Insurance benefit etc. at a lower rate than those certified by the State or other authorities or payable statutorily by him . If any time, the Corporation is required to make payment/claim/compensation by virtue of any Act etc. the same shall be recovered from the contractor.
- 7.3 Wages shall be paid by contractor to the workmen directly without the intervention of any jamadars or thakedars and that contractors shall ensure that no amount by way of commission or otherwise deducted or recovered by the Jamadars from the wage of the Workmen.
- 7.4 The Contractor shall abide by the Contract Labour (Regulation and Abolition) Act . 1970
- 7.5 If any damage is caused to any property or any injury is caused to or the death occurs of any person due to any act or any person employed by contractor, the contractor will be liable for damages or for compensation in respect thereof and shall indemnify the Corporation and keep the Corporation indemnified against all loss, damages, costs charges, expenses and all liability of whatsoever nature and which the Corporation may incur, sustain, suffer or be put to inconvenience or by any reason of such damage, injury or loss of life.
- 7.6 If any damage is caused to any of the Contractors belongings or any injury is caused to or the 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 for compensation in respect thereof under the Workmen's Compensation Act or otherwise and the contractor agrees to indemnify the Corporation and keep the corporation indemnified against all losses, damages, costs, charges, expenses and all liability whatsoever nature and kind which the Corporation may incur, sustain, suffer or be put to inconvenience or by reason of such damage injury or loss of life.

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

8.2. On the death or retirement of any partner of the contractor's firm before complete performance of the contract, the Corporation may, at its option cancel the contract and such case the contractor shall have no claim whatsoever to compensation 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 performance of this contract the Corporation shall have the option to terminate the contract without compensation.

9. **Force Majeure Condition :**

9.1. If at any time during the continuance of the agreement/ contract it becomes impossible by reason of war or war like operations, strikes, lockouts, riots, civil commotions, epidemical sickness, pestilence earthquakes, fire, storms, or floods, the contractor, shall during the continuance of such contingencies not be bound to execute the contract as per agreement/contract. The work shall be resumed immediately the contingency(ies) has ceased otherwise determined and the contractors obligations shall continue to be in force for correspondingly extended period after the resumption of executions. The contractor shall however, inform the Corporation by registered post about such acts at the beginning and end of the above cause of delay within ten (10) days of occurrence and cessation of such Force Majeure Conditions.

9.2. In the event of delay lasting over the months if arising out of caused Force Majeure, the Corporation reserves the right of cancel the order/contract without any compensation

9.3. Only event of Force Majeure which affects the clearing and forwarding works at the time of its occurrence shall be taken into cognizance. The Corporation shall not be liable to pay extra costs due to delay under Force majeure conditions.

9.4. If the Corporation is not in a position to hand over the goods due to any one of the foregoing reasons, the Corporation reserves the right to suspend the contract until the position returns to normalcy or even to terminate the contract if it is beyond its control.

10. Notice:

10.1 Any notice hereunder may be served on the contractor by registered mail at his last known address. Proof of issue of any such notice should be conclusive of the contractor having been duly informed.

10.2 All notice communications, reference and complaints of the contractor should be addressed to the proper officer at the Dehradun Regional/Zonal Office in writing only and should be sent by registered A/D post only.

11. DISPUTE UNDER THIS CONTRACT AND ARBITRATION :

- 11.1 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 CCI Ltd. 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 any time in discharge of his duties as an employee of the Corporation has expressed views on all or any of 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 stage where the previous arbitrator had left the proceedings. Except where the award is an arbitral award on agreed terms under Section 30 of the Arbitration and Conciliation Act, 1996, the arbitrator shall give award with reasons in respect of each claim, dispute or 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
- 11.2 Subject to aforesaid the Arbitration & Conciliation Act, 1996 and 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 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. Jurisdiction :

It is hereby agreed by the parties here to that only courts at New Delhi /Delhi shall have the jurisdiction to decided or adjudicate upon any dispute which may arise out of or be in connection with this agreement .

13. Laws Governing this Contract

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

14 Waiver not to impair the rights of the Corporation.

No delay in exercising or commission to exercise any right, power or remedy accruing to the Corporation upon any delay default under this contract shall impair any such right, power or remedy or shall be construed to be waiver thereof or any acquiescence in such default, nor shall any action or inaction of the Corporation in respect of any default affect or impair any right, power or remedy of the Corporation in respect of any other default.

15. Conditions given by the Contractor

With the acceptance of this contract with all its terms and conditions waive all and any of their Conditions.

Cement Corporation Of India Ltd.

(A Government of India Enterprise)

Part-III A

CONTRACT FOR CLEARING, HANDLING TRANSPORTATION AND STORAGE OF CEMENT ETC.

SPECIAL TERMS AND CONDITIONS

In addition to the General Conditions under Part I&II , the following special conditions will also apply to the contract. Special conditions given below if contrary to any conditions given in part I&II shall prevail upon such conditions given in Part III (A+B) of the contract.

1. Quantity:

The quantity given is only indicative and the Corporation reserves the right to make variation in the quantities of materials as given in the tender notice and the Handling Agent shall not be entitled to any compensation on this account under any circumstances.

2. Clearing , Forwarding/Transportation & Storage:

The Handling Agent shall be responsible to collect the information from the Station Master about the arrival of incoming cement loaded wagons and shall pass on the information to Dump Incharge.

2.2. The Handling Agent shall be responsible to take delivery of consignment from the Railway in time . Dumurrage/Wharfage if paid by the Corporation to the Railways/Carrier, shall be recovered from the Handling Agent.

2.3 The Handling Agent shall verify the quantity received in the Wagon with the Challan/Dispatch advice/RR while unloading.

2.4 The Handling Agent shall be responsible to obtain a damage/shortage certificate from the Railways/Carrier whenever any consignment is received in damaged condition or there is shortage in the consignment. The Handling Agent shall thereafter file the claim with the Railway or carrier in consultation with the concerned officer of the Corporation. The Handling Agent shall follow-up the claim with the Railways/Carrier for getting such claims settled within the shortest possible time. For the claims unaccepted by the Railway/due to the Carriers fault or negligence of the Handling Agent in lodging claim in time or in obtaining damaged/shortage certificate in time , the Handling Agent shall indemnify CCI for the loss incurred.

2.5 The Handling Agent shall be responsible for the safe storage of the material unloaded from the Wagons for damages against weather or otherwise or against pilferage etc.

2.6 The Handling Agent shall unload the bags from the wagon within the free time allowed by the Railways and shall tranship the same in good condition or dump godown or into truck.

2.7 The Handling Agent on behalf of Corporation shall provide and maintain suitable Godown for

storage of Cement at his cost and expenses and shall not use the said Godown at same place for storing stock of any other party including himself without prior written approval of the Corporation. The Handling Agent shall carry out at his own cost such repairs to the godowns as may be necessary to prevent stocks from being damaged or deteriorated while in storage. The cement shall be stocked in the Godown as per standard practice and as advised by the CCI. The Handling agent shall not store any Corporation's stock in any godown which is not approved by the Corporation .

- 2.8 The Handling Agent shall indemnify the Corporation against any loss due to storage and/or damage caused to Corporation's stock while in Railway siding and also while in transit from Railway siding to Dump godown and /or in storage in the Handling Agent's godown. Any loss due to shortage and/or Damage in transit/storage as aforesaid will be on Handling Agents Account .
- 2.9 The Handling Agent shall maintain such registers and records as may be desired and abide by the directions and instructions as may be issued to him by the Corporation from time to time. Entries in all such registers shall be made on day-to-day basis on the close of transaction of each day. These registers and all other ancillary papers, documents shall remain open for inspection by the authorized representative of the Corporation at any point of time .
- 2.10 The Handling Agent shall submit daily and other periodical returns in the form/manner as may be prescribed by the Corporation from time to time and the Handling Agent shall be required to submit all such returns within time prescribed by the Corporation after obtaining counter signature on the same of the Corporation official authorized in this behalf .
- 2.11 The Handling Agent shall whenever required by authorized representative of Corporation make necessary arrangement to facilitate physical verification of Corporation's stocks held in his godowns at their cost provided cement is not stocked as per directive contained herein. Failure to arrange physical verification of stock in the custody of Handling Agent shall make the Handling Agent liable for forfeiture of their cash security as well as encashment of their Bank Guarantee along with termination of this contract. The cement stored in the godown must be insured in the name of CCI and the charges for insurance will be to the Handling Agent account. The insurance of the godown must be completed within fifteen days from the award of the contract failing which CCI shall insure the godown and recover the premium paid from the Handling Agent. The Insurance policy should be comprehensive covering all types of risks.
- 2.12 In the event of any loss due to shortage and/or damage of the Corporation's stock while in custody of the Handling Agent in Dump/godown or Handling Agent's Godown . the Handling Agent shall be liable to compensate the Corporation for the stock damaged or delivered short at double the market rate applicable on the date besides damages for which Corporation becomes entitled to.
- 2.13 The Handling Agent shall be responsible for the safety of the material lying in his custody till the same is delivered to allottees.
- 2.14 The Handling Agent shall be responsible to repack the damaged/burst bags at his own cost, including cost of bags/stitching charges, labor cost, if the damage, bursting of bags/due to fault /negligence, mishandling by Handling Agent or his representative etc. He shall use only new bags for repacking of cement approved quality .
- 2.15. In case of non –receipt of RR the Handling Agent shall arrange to clear the consignment by furnishing Indemnity Bond.

- 2.16 No revision in the rates tendered will be asked for during the period of the contract or extended period of contract if any on any account whatsoever except on account of increase/decrease in diesel rate. For this purpose, diesel rate as applicable at the location of dump as on the opening date of tender will be taken in to account. The rate will increase/decrease if there is any variation in the rates during the currency of the contract from those prevailed as on date of tender opening. For every 10 paisa variation in Diesel price per litter. The rate will vary by 0.33 paisa per ton per K.M.
- 2.17 The Handling Agent shall perform at his cost all the formalities and documentation with Railways on behalf of the Corporation and shall with all possible readiness dispatch, unload and/or take delivery of the consignments of stock belonging to the Corporation from wagons, effect delivery to the allottees against delivery orders issued or to be issued by the Corporation direct from the wagon/siding platform carry the balance stocks to godown, shall stock the same therein until delivery of the same there from to the allottees against delivery orders issued by the Corporation and shall perform the Handling involved or required in the operation. They will also arrange clearance/endorsement from sales tax authorities/supply department where required for taking delivery of the material.
- 2.18 The handling Agent shall not give / deliver any of the Corporation stock either direct from wagon/siding/clearing points or from godown except under in accordance with written delivery orders to be issued by the duly authorized officers of the Corporation. The Handling Agent shall be solely liable to compensate the Corporation in the event of any delivery not strictly made under and in accordance with regular and valid delivery orders issued by the Corporation, provided. However, that if due to any circumstances the Corporation issued any General or special direction to curtail, modify or stop deliver order already issued, the Handling Agent shall be bound to affect curtailment, modification or stoppage in the matter deliveries in accordance with such direction that may be received by him. Against each delivery the handling agent shall obtain certificate of receipt for good condition and full quantity from the allottees or their duly authorized representatives on the body of the delivery orders material received acknowledgement slip and submit the same to the concerned officer of CCI for his information and records within responsible time.
- 2.19 In the event of any transit damage on arrival of consignment at station of discharge the same should be got examined at the station by CCI Officer and Insurance Agent wherever the consignment is issued . Wherever the consignment is not insured , the damaged stock if any, should be got examined by CCI officer only on arrival of rake at destination.
- 2.20 The labour employed by the Handling Agent will be the employees of the Handling Agent in case of any internal trouble between the laborers and the Handling Agent, the same shall be the concerned of the Handling Agent and the Corporation shall not be any way concerned with the same, if due to any exigencies the Corporation had to make any payment to his labour, the Contractor shall without any reservation, reimburse the same to CCI within 24 hours and failure to do so will give CCI the right to adjust the same against pending bills and/or security deposit and Bank Guarantee.
- 2.21 The Handling Agent shall comply with and observe all laws prevailing and shall keep the Corporation unharmed and indemnified against the claim for compensation by or on behalf of any workman of labour employed by him for injury, disability or death by accident under Workmen's Compensation Act of 1923.

- 2.22 The Handling Agent shall not deal with or transfer any goods or Railway receipt or Indemnity Bond which shall be handed over to him in terms of these presents and the said goods shall be held in trust for the Corporation will continue to be the owner of the same during all operation under these presents.
- 2.23 If, at any time in the opinion of the Corporation the Handling Agent fails to supply sufficient transport/ labourer or otherwise fails to carry out the operations to the satisfaction of the Corporation , the Corporation shall be at liberty to make such arrangements as shall be considered necessary for carrying out the work on this account at the risk and cost and expenses of the Handling Agents and to deduct all cost and charges thus incurred from the Handling Agents bill or otherwise recover the same as the Corporation shall think fit provided that if any such recovery is effected from the Security Money furnished by the Handling Agent under this agreement , he shall be required to make good the amount so recovered by way of cash deposit towards the security money within 10 days of such information from this Corporation .
- 2.24 CCI may have double locking arrangement of the godown. One lock shall be of the contractor and other of CCI . However, this arrangement will not in any way absolve the Handling Agent so far as his responsibility of safety of the material in his custody is concerned.
- 2.25 You shall be our nominee at Dump/Warehouse if so appointed.
- 2.26 You shall be fully responsible for Handling the materials at Dump or any other Rail destination around Dump.
- 2.27 You will make the payment of octroi for the consignment received on our behalf and the same shall be claimed by you for reimbursement by producing all the relevant vouchers.
- 2.28 Any other charges due to wrong calculation /errors on account of railways for which the amount is paid to the Railways by you shall be debited to our account. Necessary payment receipts issued by Railways will be sent to CCI along with claim in this regard for payment.
- 2.29 You will be fully responsible for correct raising of bills and collection of amounts as per the rate given by us . In case of any lapses for short collection of this amount will be recovered from your running bills/Security Deposit immediately .
- 3.0 You shall also send us weekly, the Market Survey Reports informing us the rates at which cement is being sold by different manufactures/agencies supported by the copies of their invoice. The Corporation shall be at liberty to effect supplies from rail head/godown directly to Government (Central or state or any local authority) or private consignee (s) and the Handling Agent shall have no claim on account of Handling charges for such supplies effected directly to such parties through transport contractor, if any appointed by the Corporation for the purpose shall handle the supplies at the rate mutually agreed upon such terms and conditions independent hereof.
- 3.1. The Handling Agent will handle only CCI cement and will have no connection whatsoever directly or indirectly with any other manufacturer of cement at the place for which the offer is submitted by the tenderer failing which contract shall be liable to be terminated by the Corporation without any notice to the Handling Agent .

4. Submission of Bills

- a) The Handling Agent shall submit fort-nightly bills complete in all respects supported copies of the challans / delivery receipt as well as certification of Corporation Dump Incharge to respective paying authorities of concerned Zonal Office of the Corporation.
- b) The payment of Handling/ Secondary Transportation bills against the respective contracts will be done by CCI by way of 'CREDIT NOTES' to enable the respective contractors to take the CCI cement at the rates prevailing on the date of delivery .

5. Security Deposit

For due fulfillment of his obligation under this agreement, the Handling Agent shall furnish within 15 days from award of work a Security Deposit @ Rs. 1.50 per M.T. quantity expected to be handle per annum subject to minimum amount of Rs. 1,50,000/- (Rs. One Lac and Fifty Thousand only) by Demand Draft drawn in favour of Cement Corporation Of India Ltd.. In addition, for storage and safe custody of stock Handling Agent shall furnish a Bank Guarantee amounting to Rs. 10,00,000/- (Rs. Ten lacs only) for B.G. and Rs. 6,00,000/- (Rs. Six lacs only) for M.G. and Rs. 2,00,000/- (Rs. Two lacs only) for road for each dump to serve. The Corporation shall have right to appropriate the said amount so deposited as Security Deposit either in whole or in parts and the amount of bills payable to the Handling Agent to liquidate any claim of the Corporation against the Handling Agent or as penalty for breach of the Terms, conditions and covenants of this agreement by the Handling Agent. The Security Deposit will be refunded to the Handling Agent after termination of the agreement and after final adjustment of accounts between the parties. Any sum of money due and payable to the Handling Agent (including Security Deposit returnable to him) under the contract may be appropriated by the Corporation and set of against any claim of the Corporation.

6. Penalty

- 6.1 The Handling Agent shall be responsible for the condition and quality of cement entrusted to him and he shall be liable for any omission, neglect or misconduct on his part and /or his servant, employees/agents/representatives and in such cases the Corporation reserves the right to impound the Security Deposit in part or in whole and to recover from the Handling Agent any damage or loss caused to the Corporation on this account.
- 6.2 In case, if the Corporation is convinced of any malafide intention on the part of the Handling Agent or its employees/agent / servants/representatives a penalty of double the price of the cement applicable to the place will be imposed at the discretion of the corporation without prejudice to the legal rights .
- 6.3 The decision of the Corporation in assessing damage/loss shall be final and binding on the Handling Agent. The Corporation will however, not be bound to prove that it has suffered the loss to the extent of penalty levied.
- 6.4 CCI reserves the right to encash Bank Guarantee without any notice if the circumstances so warrants.

7. Duration of Contract

The contract shall be valid for period of two years however the second year validity of the contract is subject of the satisfactory performance of the contractor during the first year. At the sole option of the Corporation the contract shall be extended for further period of one year on the basis of satisfactory performance of the contractor for the past two years.

8. Termination of Contract

- 8.1 The agreement can be terminated by CCI by giving one month notice to the Handling Agent, without assigning any reasons thereof except provided for specially.
- 8.2 Notwithstanding what has been mentioned in clause 8.1 above the Corporation shall have the
Right to terminate this contract forthwith if there is any breach of any of the terms and conditions detailed herein on the part of the Handling Agent without paying any compensation whatsoever.

Cement Corporation Of India Limited
Part –III- B

**SPECIAL TERMS AND CONDITIONS/BRIEF NATURE OF JOBS
FOR CLEARING & SECONDARY TRANSPORTATION.**

1. Transporting Agent (Contractor) shall keep contact and collect delivery particulars from CCI Office.
2. The contractor shall lift the Cement from railhead or CCI dump godown as per the rules/timing specified by them on working days and arrange deliveries at the destinations of consignees according to their delivery schedule/terms and conditions.
3. The contractor shall obtain clear acknowledgements from the consignees to whom cement is delivered regarding receipt of material in good conditions.
4. The contractor shall arrange to deliver invoices to the parties and obtain proper acknowledgements
5. The contractor shall be responsible for collection of payment from the parties.
6. The contractor shall be responsible for the safety of the materials lying in his custody till the same is delivered to the parties.
7. The contractor shall be responsible to arrange proper storage of cement, in case of necessity, at his own cost.
8. The contractor shall be responsible for covering the goods being cleared, stored at transported with insurance, for damage/ transport risk any other kind of losses.
9. The contractor shall ensure that the cement is delivered immediately after the date of instruction or delivery of invoice. In case of any delay or complaint from party, suitable penalty shall be imposed as decided by the Corporation.
10. The contractor shall be responsible for obtaining shortage/damage certificate from Railways for the material received short or damaged during transit failing which the damage will be to contractor's account.
11. The contractor shall be liable to pay damage to Corporation in the event of any damage/loss caused to the cement till the time of delivery to the buyer /destination. To avoid damage/loss to the cement in transit the contractor shall indemnify the Corporation full cost at market rates of the prevailing prices of CCI's cement, which ever is higher .
12. The contractor shall get the materials tested, if required by the department/parties as per the normal procedure laid down by the Corporation and obtain test certificate.
13. The instructions contained in CCI guidelines to the tenders of Part I, II, III (A+B) enclosed shall be applicable.

14. The work of transportation and the clearing & handling works will be executed concurrently, as per direction.
15. The stocks of good cement/damaged cement /cut & torn bags shall be kept in the godown in a accountable manner and as per direction , separately for our inspection .
16. It will be the responsibility of the contractor to ensure that there is no pilferage/damage/adulteration to the cement in transit. In case any of this is noticed, contractor will be held responsible and will have to compensate the Corporation as per decision of the Corporation. However, in case of pilferage/adulteration the penalty will be double the cost of cement.
17. Joint sample will be taken in the presence of the representative of Handling Agent on arrival of consignment at siding and it will be the responsibility of the agent to get the material passed from the consignee.
18. Octroi if any will be paid by the Agency and same will be reimbursed by us on production of original Receipts .
19. In case any of the State/Central Govt. Deptt. indicate their terms and conditions for accepting the cement, the same will also have to be accepted and ensured by the contractor.
20. Successful tenderer will have to deposit Cash Security or Rs. 50,000/- (Rs. Fifty thousand only)and
Furnish a Bank Guarantee of Rs. 5, 00,000/- (Rs. Five lacs only) on any nationalized Bank/Scheduled Bank .
21. Corporation reserves the right to make direct supplies to any Govt./Public Sector undertakings .
22. Corporation also reserves the right to appoint one or more agent for the entire work or from time to time. Corporation also reserves the right to appoint more than one agent for one department.
23. All other responsibilities as have been specified in the detail enclosed terms and conditions of our normal Tenders for Handling will be that of the contractor.

(Signature of the Contractor)

(FOR SECONDARY TRANSPORTATION)

**RATES FOR CLEARING, FORWARDING, AND TRANSPORTATION
OF CEMENT FROM _____ RAIL HEAD.**

JOB DESCRIPTION:

Rate: Rs./MT

Rate in Figures

In Words

1. Consolidated rates for clearing at railhead
Unloading from wagons & loading into
Trucks.

2. Loading and Transportation charges from rail
head/CCI godown for delivery in the following slabs:

- a) Within 10 Kms radius
- b) Above 10 Kms and upto 20 Kms radius
- c) Above 20 Kms and upto 30 Kms radius
- d) Above 30 Kms and upto 40 Kms radius
- e) Above 40 Kms and upto 50 Kms radius
- f) Above 50 Kms and upto 75 Kms radius
- g) Above 75 Kms and upto 100 Kms radius
- h) Above 100 Kms and upto 150 Kms per Mt per Km basis
- I) For delivery beyond 150 Kms radius on per MT per KM basis

3. Charges for unloading and stacking at destination

DATE :

SIGNATURE OF TENDERER
WITH FULL ADDRESS

CEMENT CORPORATION OF INDIA LTD.
Dehradun Zonal Office

Annexure –‘B’

I declare that the following officer of the Corporation are related to me/no officer of the Corporation is related to me:-

<u>S. No.</u>	<u>Name of the Officer</u>	<u>Post held</u>	<u>Place of posting</u>
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(Signature of tenderer)
(Name /full address with seal)

**CEMENT CORPORATION OF INDIA LTD.
Dehradun**

ANNEXURE – ‘C’

UNEXECUTED/PAST/PRESENT CONTRACTS/JOBS IN HAND

S.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
(Name /address with seal)

Place :
Date:

**CEMENT CORPORATION OF INDIA LTED.
Dehradun**

Annexure – ‘D’

**FORMAT FOR ADDL. INFORMATION TO BE FURNISHED BY THE
TENDERERS (REF SPL.INSTRUCTIONS PART III SPL.TERMS AND
CONDITIONS)**

1. Name of the Firm
2. Complete postal address/Gram/Tlx/Phone No.
 - 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 Organization Proprietary /Partnership/
Limited any other type
 - A. In case of Proprietors/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)
 - v) Name and address of the Bankers (Please
attach reference letter from your banker)
5. 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).

6. Date of Commencement of production of item for which tender is being submitted.
7. Annual turnover of the category/item for which tender is being submitted for last 3 years

Amount Rs. In lakhs	2007	2008	2009
8. List of Plant & Machinery installed (Details to be furnished)
9. Details of orders executed/completed including CCI's if any, during last 3 years (details to be furnished as per Annexure – C). (Photocopies of orders/contracts along with performance certificates from buyers to be enclosed).
10. Present order in hand (Details to be furnished as per Annexure 'C')(Photocopies of orders/contracts to be attached).
11. Details of Foreign collaboration, if any, (Please attached photocopies of collaboration agreement if it is there).
12. FINANCIAL
 - A) Investment on fixed assets of building, fitting & Fixtures.
 - B) Investment on Plant & Machinery / Trucks tools and dies etc.
13. TESTING FACILITIES
 - a) Is your firm authorized to use ISI certification mark (give authority reference with copies).
 - b) Are these testing facilities adequate in line with ISI .
 - c) What are the test facilities?
(Test equipment)
14. Are you on the approved list with any of the following supply of items quoted
 - Any Public Sector Undertakings
 - Cement Plants
 - Other reputed agency(Enclose photocopies of Registration Certificates)

15 LIST OF ENCLOSURES ATTACHED BY VENDORS TO BE INDICATED

	<u>Enclosed</u>	<u>Not Enclosed</u>
a) Latest Income Tax Clearance Certificate	-----	-----
b) Partnership Deed, if applicable	_____	_____
c) Copies of last three years audited balance sheets	_____	_____
d) List of Plant & Machinery	_____	_____
e) Photocopies of performance Reports from the customer	-----	-----
f) Details of present orders in hand (as per Annexure-C)	_____	_____
g) Photocopy of foreign collaboration, if applicable	_____	_____
h) Reference from the Bankers indicating financial status Of the Company	_____	_____
i) Details of Testing Facilities	_____	_____

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

Signature of Tenderer
Name of the Signatory
Designation
Seal of the Company