



CEMENT CORPORATION OF INDIA LIMITED.

(AGOV T OF INDIA ENTERPRISE)

CEMENT CORPORATION OF INDIA LIMITED

GUWAHATI ZONAL OFFICE

G.S.ROAD, BHANGGARH, GUWAHATI-781005

TEL. NO. (0361) 2452521/2525588

FAX : 0361-2529787/2459492

REGISTERED

REF: CCI/GZO/ TENDER/DISTR-JRT/2011-12

DATED. 01.07.2011

M/S.....
.....
.....
.....

SUB: TENDER FOR APPOINTMENT OF DISTRIBUTOR FOR CLEARING, HANDLING, FORWARDING AND SALE OF CEMENT AT JORHAT (ASSAM).

Dear Sir,

We are enclosing our Tender documents 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** alongwith **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. THE SCHEDULE

PARTICULARS	Date & Time of submission of Tender	Date & Time of opening of Tender
a) Commercial Bid alongwith EMD, SD and CCI's Tender documents duly signed (each page initialed) as token of acceptance of terms and conditions.	03.08.2011 (upto 2.00 pm)	03.08.2011 (at 3.00 pm)
b) Price Bid /		

** 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.

1. The **EMD for Rs. 2.00 lacs** and **SD for Rs. 50.0 lacs in the form of DD** must be submitted alongwith the Commercial Bid. Offers not accompanied with requisite EMD & SD will not be considered.
2. The validity of the offer should be kept open for acceptance for 120 days from the date of opening of the Techno-commercial Bid.

3. The Price Bid should be submitted only as per CCI's Price Bid Format otherwise the Tender is liable for rejection.
4. The Tender received after due date/incomplete Tenders are liable to be rejected.
5. The Tender documents are to be used only for the place for which they are issued.
6. The Tender documents comprising of the following are required to be submitted duly signed with Seal:
 - a) Covering letter.
 - b) Part-I instructions to Tenderers.
 - c) Part-II- General Terms and conditions.
 - d) Part-III special term & conditions.
 - e) Price Bid to be submitted duly 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.

Encl. As above

ZONAL MANAGER

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

Reference No:

Dated.....

To,
The Zonal Manager,
Cement Corporation of India Ltd. G. S. Road,
Bhangagarh, GUWAHATI – 781 005, ASSAM.

Dear Sirs,

SUB: **TENDER FOR APPOINTMENT OF DISTRIBUTOR FOR CLEARING, HANDLING,
TRANSPORTATION, STORAGE AND SALE OF CEMENT.**

REF: **TENDER NO. CCI / GZO / TENDER / DISTR-JORHAT / 11-12 DTD. 01.07.2011**

With reference to your Tender for the above work, we/I hereby submit my Price Bid in the enclosed Annexure "A" in separate sealed envelope.

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 duly signed by us/me enclosed. The declaration form in Annexure 'B' is enclosed.
2. A copy of our/my latest Income Tax clearance certificate/proof of submission of the returns alongwith PAN No. 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' supported copies of the orders/agreements and performance certificates from customers.
4. Earnest money of Rs. 2.00 lakhs in the form of Bank Draft No..... dated.....in favour of Cement Corporation of India Ltd, payable at Guwahati is enclosed.
5. Security Deposit -- For Rs. 50.00 lakhs in the form of Bank Draft No. dated. in favour of Cement Corporation of India Ltd, payable at Guwahati.
6. 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.
7. 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.
8. 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/restricted and action will be taken against us/me by the Corporation for damages.
9. We are/I am able to handle 2500 MT (appx.) cement per month or 7500MT in a quarter.
10. We are/I am duly authorized/empowered to sign all the Tender documents.

SIGNATURES

Name of the Tenderer.....

Full Postal Address.....

Telephone Nos - Office:

Res:

Telex/Fax No.

WITNESS:

1.....

2.....

CEMENT CORPORATION OF INDIA LIMITED
(A Government of India Enterprise)

PART-I

INSTRUCTIONS TO TENDERERS

1. GENERAL:

The Tender should be addressed to the Cement Corporation Of India Ltd, Guwahati.

- a) 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 :

Every Tender shall be made out in English. All amounts shall be indicated by Tenderers in figures as well as in words. Where there is any difference between Price 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.

- i. The Tender must be accompanied by Earnest Money Deposit of Rs.2.00 lakhs (Rupees Two lakhs only) in the form of **Demand Draft drawn in favour of CEMENT CORPORATION OF INDIA LTD and payable at GUWAHATI.**
- ii. The Tender must be accompanied by Security Deposit of Rs. 50.00 lakhs (Rupees Fifty lakhs) in the form of **Demand Draft drawn in favour of Cement Corporation of India Limited payable at Guwahati.**
- iii. The Tenderers' request for adjustment of earnest money from any amount due to them from the Corporation in any other account will not be accepted under any circumstances. However, the existing Contractor who has deposited Rs.2.00 Lac as EMD and Rs.50.00 Lac as SD in the form of DD, need not to deposit EMD & SD alongwith the fresh Tender, subject to clearance of no claim in the existing contract.
- iv. Tender will be received upto 2.00 PM and will be opened on the same day at 3.00 PM **at our Bokajan Cement Factory, Bokajan, Dist: Karbi Anglong, Assam.** The Tender documents 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 Bid opened. Date of opening of Price Bid will be intimated to the Tenderers.
- v. Till work order is awarded, CCI reserves the right of negotiation with Proprietor/Original party only. Authorised representative like Power of Attorney Holder will not be allowed to carry negotiations on behalf of the Tenderer.

3. QUANTITY

Total quantity 2500 (appx.) MT per month or 7500 MT per quarter (subject to availability and movement restrictions). The quantity given is only indicative and the Corporation reserves the right to make variation in the quantity as given in the Tender notice and Distributor shall not be entitled to any compensation on this account, under any circumstances whatsoever.

4. **NAME OF THE PLACE: JORHAT (ASSAM).**
5. **PERIOD OF CONTRACT:** - The tenure for appointment of Distributor shall be valid initially for a **period of one year**, which can be extended for a **further period of two years**, on yearly basis subject to satisfactory performance on **year to year basis**.
6. **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 the sealed covers should be sent in a separate sealed cover marked:-
 - a) Offer for Clearing, Handling, Transportation, Storage and sale of Cement at **JORHAT (ASSAM)**.
 - b) CCI's Tender No :- **CCI/GZO/TENDER/DISTR-JORHAT/11-12 DATED. 01.07.2011.**
 - c) Date of opening of Tender – **03.08.2011.**
 - 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 alongwith 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.
 - viii) 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.
 - ix) Only Proprietor/Partner or their authorised agents, are qualified to participated in the Tender.
 - x) The Tender with Terms and Conditions in Part-I, II, III and Annexure A, B, C, D duly signed shall be sent along with the Earnest money, Security Deposit, with a covering letter as Tender documents. **Earnest Money Deposit & Security Deposit shall not be kept in the Price Bid but shall be enclosed with the Commercial Bid only.**
 - xi) Tenderers shall not be entitled to claim any costs, charges, expenses, incidentals for or in connection with the 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.

- xii) Each Tenderer must submit his Income-Tax clearance Certificate for the latest Year from his appropriate Income-Tax authorities in the form prescribed thereof, duly attested by a Gazetted Officer.
- xiii) Tenderers should have business activities & Godown facilities etc. of their own at the place for which the quotation is being submitted.

7. OPENING OF TENDER:

a) Tenders will be opened on the specified date and time at **Bokajan Cement Factory** by Authorised Committee in the presence of such of those Tenderers who may choose to be present. In case of any Bandh or any Holiday falls on the Tender opening date then the Tender will be open on the next working day.

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.

8. VALIDITY OF OFFER:

Tenders 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.

9. REFERENCE LIST:

- a) The Tenderer should submit along with their Tender(s) the list in support of his having carried out similar jobs.
- b) The Tenderer(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'.

10. AWARD OF CONTRACT:

- a) The Corporation reserves the right :-
 - i. To accept in its sole end unfettered discretion any Tender for whole or part quantities or to reject any or all Tenders without assigning any reasons thereof.
 - ii. To enter into parallel contracts simultaneously or at any time during the period of Contract with one or more Tenderer(s) as the Corporation may think fit.
 - iii. To place ad-hoc work order simultaneously or at any time during the period of contract with one or more Tenderer (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 incentive bid 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.

- c) 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.
11. The Corporation shall mean and include the administrative and executive officers of its Corporate Office at New Delhi as well as of Bokajan Unit/Zonal / Regional /Sales Offices as the case may be who are authorized to deal with all matters relating to this Contract on its behalf.
 12. 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 LIMITED
(A Government of India Enterprise)

PART-II

GENERAL TERMS AND CONDITIONS

1. SECURITY DEPOSIT:

- 1.1 The amount of Security Deposit as specified in the terms and conditions of the contract shall be deposited by the Distributor alongwith Commercial Bid.
- 1.2 The Security Deposit to be made by Bank Draft in favour of the Corporation from a Nationalized/Scheduled Bank. The Earnest money Deposit in the form of Bank draft will also be converted into Security Deposit.
- 1.3 In the event of any upward revision in the value of the contract the Distributor 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.
- 1.4. 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 Distributor and in such an event the Distributor on receipt of notice from the Corporation shall make further deposit to restore the Security Deposit to the full amount.
- 1.5 The Security Deposit shall be liable to be forfeited wholly or partially at the sole discretion of the Corporation should the Distributor 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 Distributor. The Corporation is empowered to deduct from the 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.
- 1.6 The Corporation shall have lien over all or any money that may become due and payable to the Distributor 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 or debt due by the Distributor from any/security deposit which may have become due or become payable to the Distributor under this contract or any other contract or transaction whatsoever between the Distributor 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.

2. 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 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.

3. 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 employee of the Corporation.

4. NON-PERFORMANCE OF CONTRACT/CANCELLATION OF CONTRACT/RIGHTS OF THE CORPORATION:

- i. 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 authorised representative of the Corporation.
- ii. Any bribe, commission, gift or advantage given, promised or offered by on behalf of the Distributor, their partner, agents or servant or representatives of the Corporation for obtaining or the execution of this or any other contract or for receiving payment 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 moneys otherwise due to the Distributors has under this or any other contracts any question or dispute as to whether the Distributor has incurred any liability under the clause shall be settled by the Corporation in such a manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.
- iii. The contract can otherwise be terminated by giving one month notice by the Corporation without assigning any reasons thereof.

5. SUB-LETTING OF CONTRACT:

The Distributor shall not sub-let or assign this contract or any part there of without obtaining prior written permission of the Corporation. In the event of the successful Distributor subletting or assigning the contract or any part thereof without such permission the Corporation shall have the right to cancel the contract and the successful Distributor 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 subletting is permitted by the Corporation, it will not recognized any contractual obligations with the person or party to whom the contract has been sublet and the successful Distributor will be held responsible for the satisfactory due and proper fulfillment of the contract.

6. COMPLIANCE OF RULES & REGULATIONS:

- i) The Distributor 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.
- ii) 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 on any person employed by Distributor, the Distributor will be liable for damages or for compensation in 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 inconvenience or by any reason of such damage, injury or loss of life.

- iii) If any damage is caused to any of the Distributor's belongings or any injury is caused to or the death occurs 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 Compensatory Act or otherwise and the Distributor 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.

7. CHANGE IN CONSTITUTION:

- 7.1 Where the Distributor 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 new 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 Distributor's firm before complete performance of the contract the Corporation may, at its option cancel the contract and such case the Distributor shall have no claim whatsoever to compensation against the Corporation.
- 7.3 Without prejudice to any of the rights or remedies under this contract if the Distributor 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 any compensation.

8.0 FORCE MAJURE CLAUSE:

- 8.1 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 Distributor 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 has ceased otherwise determined and the Distributor's obligations shall continue to be in force for correspondingly extended period after the resumption of executions. The Distributor 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.
- 8.2 In the event of delay lasting over the month if arising out of Force Majeure, the Corporation reserves the right to cancel the order/contract without any compensation.
- 8.3 Only events of Force Majeure, which affects the clearing & 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.
- 8.4 If the Corporation is not in a position to handover the goods due to any one of the forgoing reasons, the Corporation reserves right to suspend the contract until the position returns to normally or even to terminate the contract if it is beyond its control.

9. NOTICE:

9.1 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 Distributor having been duly informed.

9.2 All notice communications; reference and complaints of the Distributor should be addressed to the proper officer at the Corporate Office or Regional/Zonal Office in writing only and should be sent by registered A/D post only.

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 this agreement (except for those matter which are to be decided as per provision made in this terms & 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 any time 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 of 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 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 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 & Conciliation Act. 1996, and the rules made there under 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 other parties therein shall be withheld on account of pendency of such proceeding 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. JURISDICTION:

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

12. LAWS GOVERNING THIS CONTRACT:

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

13. **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 a Waiver thereof or any acquiescence in such default, not shall any action or inaction of the Corporation in respect of any default affect or impair any right, power of remedy of the Corporation in respect of any other default.

14. **CONDITIONS GIVEN BY THE DISTRIBUTOR:**
With the acceptance of this contract with all its terms and conditions the Distributors waive all and any of their conditions.

CEMENT CORPORATION OF INDIA LIMITED
(A Govt. of India Enterprise)

PART-III

CONTRACT FOR DISTRIBUTORSHIP FOR SALE OF CEMENT
EAST ZONE

SPECIAL TERMS AND CONDITIONS

In addition to the General Terms & 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 (i.e. given in Part I & II).

1.0 FUNCTIONS OF DISTRIBUTORS FOR SALE IN TRADE

- 1.1 To develop trade sale in a particular Region and achieve sale targets fixed by CCI from time to time.
- 1.2 To keep CCI officers informed of the prices of various brands, market trends activities of the competitors on weekly basis in writing.
- 1.3 The Distributor so appointed shall deal exclusively in CCI Brand Cement only and under no circumstances shall deal in competing brands. Any violation in this regard shall attract stringent penalty, like forfeiture of Security Deposit etc.
- 1.4 To maintain a register recording cement lifted indicating Invoice No. & date, quantity, date of delivery, cheque No. and date through which the payment is made, remarks etc.
- 1.5 Dump Incharge will verify and check the sales effected by the distributor to various parties, from time to time and will report the same to the Competent Authority.

2.0 FUNCTIONS OF DISTRIBUTORS FOR SALE TO BULK CUSTOMERS (TRADE)

- 2.1 To identify the bulk customers and to sell cement to customers in trade.
- 2.2 To keep CCI officers informed of the prices of various brands, market trends, activities of the competitors on weekly basis in writing.
- 2.3 To maintain a register recording cement lifted indicating Invoice No. & date, quantity, date of delivery, cheque No. and date through which the payment is made, remarks etc.

3.0 SALE TARGETS FOR DISTRIBUTORS

- 3.1 **The minimum sale target for each destination (given below) is 2500 MT per month or 7500 MT per quarter.**

PLACE: JORHAT (ASSAM).

3.2 The minimum quantity to be lifted by the party in a month will be around 2500 MT. However, party has to complete minimum lifting of 7500 MT in a quarter.

4.0 **PENALTY:-**

Penalty @ Rs. 20/- per MT shall be levied on unlifted quantity in a quarter against the committed quantity of 7500MT.

5.0 **PRICES**

5.1 This will be a revolving price contract and prices will be fixed on weekly basis by conducting thorough market survey at a particular place as per policy of the Corporation. However, CCI will not sell cement in case the rate offered/prices finalized do not fetch minimum estimated price at any point of time during the contract period.

6.0 **DELIVERY**

6.1 Delivery of cement will be made through our authorised transporter. However, they will be at liberty to engage their own transport arrangement provided rate of transportation does not exceed the amount fixed by CCI. In case transportation of cement is done by the Distributor, the material should reach the required destination and if any unauthorised unloading of material takes place enroute, penalty will be invoked which includes forfeiture of Security Deposit and blacklisting of the party for future transactions.

7.0 **PAYMENT**

7.1 Credit facility to the extent of Rs.30.00 Lac only out of total S.D. of Rs.50.00 Lacs can be availed by the Distributor for 7days by issuing post dated cheques in favour of CCI for value of quantity lifted.

8. **PRICE TO BE QUOTED BY TENDERER**

Tenderers are required to submit lump sum rate per metric tonne for clearing, handling, transportation, storage, sale of cement and administrative expenses in the enclosed price bid proforma as Annexure A.

9.0 After taking delivery from CCI the Distributor shall be responsible for the materials. Any damages of material due to weather and otherwise is the responsibility of the Distributor.

10.1 No revision in the terms agreed will be asked for during the period of the contract or extended period of the contract if any on any account whatsoever.

10.2 The Distributor shall comply with and observed all laws prevailing and shall keep the CCI unharmed.

10.3 If, at any time, in the opinion of CCI, the Distributor fails to carry out the operation satisfactorily, CCI shall be at liberty to make such arrangements as shall be considered necessary for carrying out the work on this account at the risk & cost and expenses of the Distributor and to recover all costs & charges thus incurred from the Distributor.

10.4 The Distributor also send us weekly market survey reports informing us the rates at which cement is being sold by different manufacturers/agencies supported by their copies of their invoice.

10.5 The Distributor shall submit fortnightly bills against lifting of cement and quantity discount, complete in all respects with supported copies of the Challans/documents/delivery receipts etc. to paying authorities at Bokajan Unit/Guwahati Zonal Office.

11.0 **SECURITY DEPOSIT**

11.1 For fulfillment of his obligation under this agreement the Distributor shall furnish minimum Security Deposit amount of Rs.50.00 Lacs in the form of Demand Draft in favour of CCI in advance to be deposited along with the Commercial Bid. CCI shall have right to appropriate the said amount so deposited as Security Deposit either in whole or in parts to liquidate any claim of CCI against the Distributor or as penalty for breach of the terms, conditions and covenants of this agreement by the Distributor. The Security Deposit will be refunded within six months to the Distributor or after successful completion of the contract and after final adjustment of account between the parties which ever is later. Any sum of money due and payable to the Distributor including Security Deposit returnable to him under the contracts may be appropriated by CCI and set off against any claim of CCI. Security Deposit/Earnest Money Deposit shall not bear any interest.

12.0 **DURATION OF CONTRACT**

12.1 The contract shall remain in force initially for a period of **ONE YEAR** from the date of entering into contract, with an option for CCI to renew the same for another **TWO YEARS** on **YEARLY BASIS** subject to satisfactory performance of the Contract **ON YEAR TO YEAR BASIS**.

13.0 **TERMINATION OF CONTRACT**

13.1 The agreement can be terminated by CCI by giving I (One) month notice to the Distributor without assigning any reasons therefore except provided for specially.

13.2 Notwithstanding what has been mentioned in Part 12.1 above, CCI shall have the right to terminate this contract forthwith if there is any breach of any of the terms & conditions detailed herein on the part of the Distributor without paying any compensation whatsoever.

CEMENT CORPORATION OF INDIA LIMITED
ZONAL OFFICE::GUWAHATI

ANNEXURE "A"

RATE BID PROFORMA FOR SUPPLY/PROCUREMENT OF CEMENT TRADE

(To be submitted in separate sealed cover)

Rates of Special Incentives/Bonus for lifting/procurement of cement

Sl.No.	Quantity (MT) (Min.)	Rate Per MT (in Rs.)	
		For Clearing, Handling, Transportation, Storage, Sale of cement & Administrative Expenses. (In figure)	(In words)
01	2500.00 MT per month or 7500.00 MT in 3 months.		

Lowest rate quoted in figure or words shall only be considered.

Date :

**SIGNATURE OF TENDERER
WITH FULL ADDRESS**

Cement Corporation of India Limited
Guwahati 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 the Tenderer
(Name/full address with seal)

CEMENT CORPORATION OF INDIA LIMITED
Guwahati Zonal Office

ANNEXURE 'C'

**ORDER EXECUTED DURING THE LAST THREE YEARS WITH THE INDICATION OF PRESENT
ORDERS IN HAND NOW**

<u>Sl No.</u>	<u>Name of client</u>	<u>Nature of work</u>	<u>Tonnage</u>	<u>Approx. value of</u> <u>Contract (Rs. in lakhs)</u>	<u>Date of start</u>	<u>Stipulated date</u> <u>of completion</u>
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Note: Please attach photocopies of contracts.

(Name/address with seal)

Place:

Date:

Cement Corporation of India Limited
Guwahati Zonal Office

ANNEXURE 'D'

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

1. Name of the Firm
2. Complete Postal address/Gram/Telex/Phone etc.
 - a) Head Office/Corporate Office.
 - b) Factory.
 - c) Other branches (incl. Guwahati office, if any)
3. Whether Public Sector/Private Sector/Joint Sector etc.
4. Type of Organisation : Proprietary/Partnership/
Limited or 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 Registrations 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 Banker's(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
- | | 2008-09 | 2009-10 | 2010-11 |
|--|---------|---------|---------|
| 8. List of Plant & machinery installed (details to be furnished). | | | |
| 9. Details of order executed/completed including CCI's, if any, during last 3 years (details to be furnished as per Annexure 'C'). (Photocopies of orders/contracts alongwith performance certificate from buyers to be enclosed). | | | |
| 10. Details of Foreign collaboration, if any (Please attach photocopies of collaboration agreement if it is there) | | | |
| 11. Present order in hand (details to be furnished as per Annexure 'C'. (Photocopies of orders/contracts to be attached). | | | |
12. **INFRASTRUCTURE FACILITIES**
- a) Godown facilities.
 - b) Business Network.
 - c) Infrastructure available.
13. **FINANCIAL**
- a) Investment on fixed assets of building, fitting & fixtures.
 - b) Investment on Plant & Machinery/Trucks tools and dies etc.
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 DULY ATTESTED BY GAZETTED OFFICER TO BE INDICATED**

	<u>Enclosed</u>	<u>Not Enclosed</u>
a) Latest Income Tax Clearance Certificate or proof of submission of latest Income Tax return alongwith the PAN No.	_____	_____
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 customers.	_____	_____
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 the Tenderer

Name of the Signatory

Designation

Seal of the Company