



Cement Corporation of India Limited

(A Govt. of India Enterprise)

Core 5, SCOPE Complex, 7-Lodi Road

NEW DELHI-110 003

(CIN-U74899DL1965GOI004322)

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gm_nou@cementcorporation.co.in

Website: www.cementcorporation.co.in

NIT No. : GM (NOU)/AKO/2017/01/

Dated: 21.04.2017

NOTICE INVITING E-TENDER (NIT)

(Only through e-procurement)

1.0 Online electronic bids through Electronic Tendering System (ETS) are invited from reputed parties for Renting of Akaltara Railway Siding-Exchange Yard (outside factory premises) in Janjgir-Champa Distt. Of Chhattisgarh.

The complete set of tender documents is available on websites:

www.cementcorporation.co.in, www.eprocure.gov.in and

www.mstcecommerce.com/eprochome /cci of MSTC Ltd.

E-TENDER NO.	
MODE OF TENDER	e-Procurement System (Online Part A - Techno-Commercial Bid and Part B - Price Bid) through www.mstcecommerce.com/eprochome/cci of MSTC Ltd.
Date of NIT available to parties to download	From Thursday 21.04.2017 (10.00 hrs.) Till Wednesday 12.05.2017 (17.00 hrs.)
Pre-Bid Meeting Date Pre-Bid Meeting Venue	Pre-Bid Meeting will be held on Friday 05.05.2017 (15.00 hrs.) Akaltara Cement Factory Distt. Jangir-Champa Chhattisgarh
Last Date for submission of queries by the bidders	The bidders need to provide the list of clarification required, if any along with para/clause no. of the bidders document by 03.05.2017 prior to the pre-bid meeting, on the email ID: mm_co@cementcorporation.co.in gm_nou@cementcorporation.co.in
Last date of site visit (if needed) by the bidders	03.05.2017 from 9:00 A.M. to 5:00 P.M.

i) Tender Fee	-Nil-
ii) Transaction Fee	Rs. 17,250/- (including Service Tax @15%) Payment of Transaction fee by NEFT in favour of MSTC LIMITED (refer clause. No. 4 of Annexure: A-I). Access to bid shall be provided to bidder only after realization of correct transaction fee at MSTC end.
Last date of submission of EMD and other documents required as per tender terms & conditions under covering letter(Annexure: A-II) in Hard Copy(ies) (Offline Submission)	12.05.2017 (15.00 hrs.)
Last date of submission of Transaction fee through RTGS in favour of MSTC Limited, Kolkata.	09.05.2017 (17.00 hrs.)
Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and Price Bid at www.mstcecommerce.com/eprochome/cci	From 21.04.2017 (10.00 hrs.) Till 12.05.2017 (15.00 hrs.)
Date & time of opening of Part-A (i.e. Techno-Commercial Bid)	12.05.2017 at 15.30 hrs.
Part-B Price Bid: Date of opening of Part-B i.e. price bid shall be informed separately	To be communicated separately.
Validity of bids	120 days from the date of the techno-commercial bid opening.

Offer is invited for the following as per details given below: -

NIT No.	Name of the work
GM (NOU)/AKO/2017/01/	Renting of Akaltara Railway Siding-Exchange Yard (outside factory premises)

Only those tenders will be considered who fulfil the terms & conditions mentioned in the tender documents.

- 1) Only those tenders shall be considered who deposit the Earnest Money Deposit, Tender Fee and Transaction Fee by due date.
- 2) The price-bid should be only as per CCI's price-bid format otherwise the tender is liable for rejection.

List of Annexures

The tender documents comprise of following:-

Annexure: A-I	Important Instructions to Bidders
Annexure: A-II	Covering letter which must be submitted by tenderer duly filled in.
Annexure: A-III	Part-I - Instruction to tenderers
Annexure: A-IV	Part-II- General terms & conditions
Annexure: A-V	Part-III- Special terms & conditions Annexure–B : Declaration Annexure–C : Unexecuted/Present Contracts/ Jobs in hand Annexure–D : Additional Information by Tenderers Annexure–D-3 : Details of Orders executed in last three years
Annexure: V	Price Bid Performa (Price schedule) to be submitted duly filled in On-line mode as Part-B.

Important Instructions for E-Procurement

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

You are requested to read the tender terms & conditions (**Annexure: A-I, A-II, A-III, A-IV, A-V & V**) of this tender before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1.	<p>Process of E-tender :</p> <p>A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE PRICE BID AND THE TECHNO-COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/cci</p> <p>1) Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/Govt. Depts. → Register as Vendor under CCI-- Filling up details and creating own user id and password → Submit.</p> <p>2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>In case of any clarification, please contact CCI/MSTC, (before the scheduled time of the e- tender).</p> <p>Contact person (Cement Corporation of India):</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">1. General Manager (NOU), Landline: 011-30841114, Mobile: 07838733036,</td> <td style="width: 50%;">2. Senior Manager(MM), Landline : 011 - 30880183, 011 - 26288487, Mobile : 09873277104, Email : mm_co@cementcorporation.co.in</td> </tr> </table> <p>Contact person (MSTC Ltd):</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Name</th> <th style="width: 35%;">Email</th> <th style="width: 15%;">Land Line</th> <th style="width: 25%;">Mobile</th> </tr> </thead> <tbody> <tr> <td>Shri Setu Dutt Sharma, DM</td> <td>sdsharma@mstcindia.co.in</td> <td>011-23215925</td> <td>07878055855</td> </tr> <tr> <td>Shri Shishupal Yadav, AM</td> <td>syadav@mstcindia.co.in</td> <td>011-23217850</td> <td>08826562675</td> </tr> <tr> <td>Shri Chirag Sindhu, DM</td> <td>chiragsindhu@mstcindia.co.in</td> <td></td> <td>09830336290</td> </tr> </tbody> </table>			1. General Manager (NOU), Landline: 011-30841114, Mobile: 07838733036,	2. Senior Manager(MM), Landline : 011 - 30880183, 011 - 26288487, Mobile : 09873277104, Email : mm_co@cementcorporation.co.in	Name	Email	Land Line	Mobile	Shri Setu Dutt Sharma, DM	sdsharma@mstcindia.co.in	011-23215925	07878055855	Shri Shishupal Yadav, AM	syadav@mstcindia.co.in	011-23217850	08826562675	Shri Chirag Sindhu, DM	chiragsindhu@mstcindia.co.in		09830336290
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	<p>B) System Requirement:</p> <ul style="list-style-type: none"> i) Windows 98 /XP-SP3 & above/Windows 7 Operating System ii) IE-7 and above Internet browser. iii) Signing type digital signature iv) JRE 7 latest updated software to be downloaded and installed in the system. Security level should be medium. <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→custom level</p>
2.	<p>(A) Part-A Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p>(B) Part-B Price bid will be opened electronically of only those bidder(s) who's Part-A Techno-Commercial Bid is found to be Techno-Commercially acceptable by CCI. Such bidder(s) will be intimated date of opening of Part-B Price bid, through valid email confirmed by them.</p> <p>Note:</p> <p>The tenderers are advised to offer their lowest possible rates taking into account the prevailing market conditions. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However, if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>
3.	<p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.</p>
4.	<p>Special Note towards Transaction fee: To pay transaction Fee please click on Transaction Fee payment link in your login. The amount of transaction fee will be automatically filled by the system.</p> <p>To pay by NEFT/RTGS click on NEFT/RTGS then provide the account details from where the transfer will be made and click on submit to generate a Challan. The vendor may now make payment in the account details given therein. The account details will change every time the challan is generated therefore please generate the challan for making the payment. The payment will be authorized by the system automatically within 60 mins of credit in MSTC account.</p> <p>To pay through Net banking, Credit Card or debit card click on Online payment. Here you will be taken to Atom gateway wherein you can pay through either of the above mentioned methods. Please note Net Banking payment take upto 1 day to credit. Card payments take upto 2 clear working days to credit.</p> <p>NOTE : The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.</p> <p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party's account will not be accepted. Transaction fee is nonrefundable.</p> <p>In case of failure to access the payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p>

5.	<p>In case of failure to access the payment towards non-refundable fee for any reason, the vender, in term, will not have the access to on line e-tender and no correspondence in this respect will be entertained and CCI will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of non-refundable fee through separate DD well in advance and verify completion of transaction in respect of non-refundable fee.</p> <p>Vendors are instructed to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through AttachDocument link against the particular tender. For further assistance please follow instructions of vendor guide.</p>
6.	<p>All notices/corrigendum and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by CCI. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
7.	<p>The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.</p>
8	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>

9. **Bidding in e-tender:**

- a. Bidder(s) need to submit necessary NON-REFUNDABLE FEE, Transaction fee and EMD to be eligible to bid online in the e-tender. Transaction fee are non-refundable. No interest will be paid on EMD/NON-REFUNDABLE FEE. EMD of the unsuccessful bidder(s) will be refunded by CCI.
- b. The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.
- c. The bidder(s) who have submitted the above fee can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website **www.mstcecommerce.com**→ e-procurement →PSU/Govt. Depts→ Login under CCI→ My menu→ Auction Floor Manager→ live event →Selection of the live event
- d. The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same .After that clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his Techno-commercial bid.
- e. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Submit" button to register their bid

NOTE: - The Techno-Commercial Bid & price bid cannot be revised once the submit button has been clicked by the bidder.
- f. In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- g. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- h. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- i. All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter **SUPPLIER**.
- j. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.

	<p>k. Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>l. No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.</p> <p>m. Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p>
10.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11.	No deviation to the technical and commercial terms & conditions are allowed.
12.	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.
13.	CCI has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
14	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/mstc of MSTC Ltd.
15.	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
16.	The bid will be evaluated based on the filled-in technical & commercial formats.
17.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, NON-REFUNDABLE FEE of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
18.	Bidders are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize themselves with the system before bidding.

For and on behalf of CCI Ltd.

General Manager (NOU)

COVERING LETTER WHICH MUST BE SUBMITTED BY THE TENDERER DULY FILLED IN, SIGNED AND STAMPED IN SEALED ENVELOPE SUPERSCRIBED WITH NIT NO. **GM(NOU)/AKO/2017/01/**, SO AS TO REACH US BY 09.05.2017 AND ALSO SCANNED COPY TO BE UPLOADED ON-LINE.

Ref. :.....

Date:

SPEED POST/COURIER

To,

General Manager (NOU)
Cement Corporation of India Ltd.
Core-5, SCOPE Complex
7-Lodi Road,
New Delhi-110 003

Sub. : Submission of On-Line Tender for Renting of Akaltara Railway Siding-Exchange Yard (outside factory premises) of Cement Corporation of India Limited (CCI) a Public Sector company.

REF: Your NIT No. **GM (NOU)/AKO/2017/01/ Dated: 21.04.2017**

Dear Sir,

With reference to your tender for the above work, We/I hereby submit our/my tender online in two Parts i.e.; Part-A Techno-Commercial bid and Part-B Price-bid as per NIT and instructions in the tender documents.

Part-A: Techno-Commercial Bid:

(a) On-Line Submission (Soft Copy)

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

1. The scanned copy of covering letter (Annexure: A-II).
2. Your terms and conditions in Part I, II & III duly signed digitally and stamped on each page in token of acceptance of the same in its entirety.
3. EMD for Rs. 6.25 lakhs (Rupees six lakhs twenty five thousand only) by way as described in tender document.

(b) Off-Line submission (Hard Copy)

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

1. EMD Rs.6,25,000/- (Rupees six lakh and twenty five thousand only) in the form of Demand Draft No..... datedin favour of Cement Corporation of India Ltd. payable at New Delhi.
2. Transaction fee Rs. 17,250/- (Rupees seventeen thousand two hundred fifty only), in the form of Demand Draft No..... datedin favour of Cement Corporation of India Ltd. payable at New Delhi.
3. Annexure–B : Declaration
4. Annexure–C : Unexecuted/Present Contracts/ Jobs in hand
5. Annexure–D : Additional Information by Tenderers
6. Annexure–D-3 : Details of Orders executed in last three years
7. A copy of our/my Latest Income Tax Return and PAN card.
8. Partnership Deed/Memorandum of Articles of Association by partnership firms/companies duly attested. In case of partnership deed, the same is registered/not registered.
9. Copies of last three years audited Balance sheets with Profit & Loss A/cs.
10. Reference from the Bankers indicating financial status of the company.

Part-B: Price bid: submitted on-line as per “**PRICE BID**” format.

We/I hereby declare that We/I have not been debarred from tendering for contracts in any of the departments of Govt./Semi Govt./Public Sector Undertaking and Local Bodies.

We/I 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 may be taken against us/me by the Corporation for damages.

We are/I am duly authorized/empowered to sign all the tender documents.

- a) Name of the Tenderer:
- b) Full Postal Address:
.....
.....
- c) Telegraphic Address : Telex : Fax :
- d) Phone: Office..... Residence :..... Mobile :
- e) E-mail :

Yours faithfully,

Signature :

Name :

(Signature of the Tenderer with Seal)

WITNESS(ES) (Signature, Name & Address):

- 1. Signature :
- Name :
- Address :
-

- 2. Signature :
- Name :
- Address :
-

**CEMENT CORPORATION OF INDIA LTD.
(A GOVT.OF INDIA ENTERPRISE)**

PART-I : INSTRUCTIONS TO TENDERER

1.0			GENERAL:
		a)	The tender should be addressed to the officer who has invited the tenders
		b)	Any offer made in response to this tender, when accepted by the Cement Corporation of India Ltd., will constitute a contract between the parties
2.0			SUBMISSION OF TENDER:
	2.1		Two-Part Bid procedure in electronic form shall be adopted for preparation, submission and evaluation of the bids. The bid submitted should be digitally signed by the bidder. Soft copy of the bids (Techno-Commercial Bid and Price Bid) shall be uploaded through the portal www.mstcecommerce.com/eprochome/cci on or before the submission time and date as stipulated in the bidding document.
			The bidder shall prepare the bid and submit the bid online on “ Electronic Tendering System ” in following manner
		PART-A	Techno Commercial Bid :
		a)	<u>On-Line Submission (Soft Copy):</u>
			The following documents duly filled in, signed digitally and stamped to be up-loaded On-Line through www.mstcecommerce.com/eprochome/cci of MSTC Ltd.
		1.	The scanned copy of covering letter (Annexure:A-II).
		2.	Your terms and conditions in Part I, II &III duly signed digitally and stamped on each page in token of acceptance of the same in its entirety.
		3.	EMD Rs. 6,25,000/- (Rupees six lakhs and twenty five thousand only), in the form of Demand Draft No..... datedin favour of Cement Corporation of India Ltd. payable at New Delhi
		4.	Transaction fee Rs. 17,250/- (Rupees seventeen thousand two hundred fifty only), through payment gateway in favour of Cement Corporation of India Ltd. payable at New Delhi.
		b)	<u>Off-Line submission(Hard Copy):</u>
			The following documents duly signed and stamped are to be submitted off-line.
		1.	The covering letter (Annexure-II) duly signed and stamped in original.
		2.	EMD Rs. 6,25,000/- (Rupees six lakhs twenty five thousand only), in the form of Demand Draft No..... datedin favour of Cement Corporation of India Ltd. payable at New Delhi

		3.	Transaction fee Rs. 17,250/- (Rupees seventeen thousand two hundred fifty only), in the form of Demand Draft No..... datedin favour of Cement Corporation of India Ltd. payable at New Delhi.
		4.	Declaration (Annexure–B)
		5.	Unexecuted/Present Contracts/ Jobs in hand (Annexure–C)
		6.	Additional Information by Tenderers (Annexure–D)
		7.	Details of Orders executed in last three years (Annexure–D-3)
		8.	A copy of our/my Latest Income Tax Return and PAN card
		9.	Partnership Deed/Memorandum of Articles of Association by partnership firms/companies duly attested. In case of partnership deed, the same is registered/not registered
		10.	Copies of last three years audited Balance sheets with Profit & Loss A/cs
		11.	Reference from the Bankers indicating financial status of the company
		PART-B	PRICE BID (to be submitted on line as per “PRICE BID” format only)
2.2			OTHER CONDITIONS:
		i)	The tenderer has/have to declare that he/they have not been debarred from tendering for contracts in any of the departments of Govt./Semi Govt./Public Sector Undertaking and Local Bodies
		ii)	The tenderer has to certify that the information given by him/them in the tender documents is correct and if at any stage the same is found to be incorrect, the contract will be liable to be terminated/rescinded and action may be taken against him/them by the Corporation for damages
		iii)	In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof. In the event of the absence of any partner, it must be signed on his behalf by a partner holding power of attorney authorizing to do so
		iv)	In the case of a company, the tender should be signed in the manner as laid down in the said Company’s Article of Association
		v)	A true copy of the partnership deed (and Articles and Memorandum of Company) duly attested should be furnished
		vi)	Tenders received after the specified time & date are liable for rejection
		vii)	Tenders not submitted in the prescribed formats and not completed in all respect are likely to be rejected
		viii)	The tender documents are non-transferable. Only those firms can participate in whose name the tender has been sold
		ix)	Tenderers shall not be entitled to claim any costs, charges, expenses or incidentals for or in connection with the preparation and submission of their tenders even though the

		Corporation may decide to withdraw the “Invitation of Tender” or reject any/all tender(s) without assigning any reasons thereof
	x)	Tenderer must submit copy of his Latest Income Tax Return and PAN card
3.0		OPENING OF TENDER:
	PART-A	Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid
	PART-B	Price bid will be opened electronically of only those bidder(s) whose Part-A Techno-Commercial Bid is found to be Techno-Commercially acceptable by CCI. Such bidder(s) will be intimated date of opening of Part-B Price bid, through valid email confirmed by them
4.0		CLEAR UNDERSTANDING:
		When a tenderer submits his tender in response to this tender documents, he will be deemed to have understood fully about the requirement, terms and conditions. No extra payment will be made or any other claim whatsoever entertained on the pretext that the tenderer did not have a clear idea of any particular point(s).
5.0		VALIDITY OF OFFER:
		Tender shall remain open for acceptance for 120 days or as may be specified from the date of opening of commercial bid. No revision/modification in the tendered rate will be allowed during the period of original validity of tender or the extended period except for any reduction/ revision as may be asked for specifically by CCI during negotiations.
6.0		REFERENCE LIST:
		The tenderer(s) should submit along with their tender(s) the list of unexecuted orders in hand, if any, for same/similar jobs and period by which jobs are proposed to be completed (Performa enclosed as Annexure-C)
7.0		<u>AWARD OF CONTRACT:</u>
	a)	a) The Corporation reserves the right:
	i)	To accept in its sole and unfettered discretion any tender for whole or part quantities/ part work or to reject any or all tenders without assigning any reasons thereof and without entitling the tenderer to any claim whatsoever.
	ii)	To enter into parallel contracts simultaneously or at any time during the period of the contract with one or more tenderer(s) as the Corporation may deem fit.
	iii)	To place adhoc order simultaneously or at any time during the period of the contract with one or more tenderer(s) for such quantity and for such jobs as the Corporation deem fit.
	b)	Normally no price negotiation will be conducted. Tenderers are advised to quote lowest rates on firm basis in their offers
	c)	Firms which have failed to fulfil earlier contractual obligations may not be considered.

	d)		If no separate agreement has been signed by the parties to the contract, the LOI/ Order resulting from this tender including all negotiation and detailed order to be issued subsequently, with its terms and conditions and stipulation as agreed to by the tenderer and to the extent modified during negotiations, constitutes the contract agreement relating to the work between the successful tenderer and the Corporation and the parties shall be bound by the terms and conditions and all provisions of this contract
	e)		The Corporation does not bind itself to accept the lowest or any tender to assign any reason for non-acceptance of the same
	f)		The Corporation shall mean and include the administrative and executive officers of its Corporation Office at New Delhi as well as of factories/ projects as the case may be who are identified to deal with matter relating to this contract on its behalf.
8.0			In case of the due date of sale/ submission/opening of tender falling on Government holiday(s), the succeeding working day/date will be treated as due day/date automatically. However, the time will remain unchanged.
9.0			The tenderer should have adequate experience in the related field and should furnish supporting documents giving details of similar job executed during last three years.

CEMENT CORPORATION OF INDIA LTD.
(A GOVT. OF INDIA ENTERPRISE)

PART-II: GENERAL TERMS AND CONDITIONS

1.0		EARNEST MONEY DEPOSIT:
	1.1	All tenderers including those registered with the Corporation should furnish Earnest Money, as specified, by way of Bank Draft in favour of Cement Corporation of India Limited payable at New Delhi. 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 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 tenderer's offer by CCI.
	1.3	The Earnest money deposit will not bear any interest
	1.4	The Earnest money deposit of successful tenderers would be adjusted towards the Security deposit and that of others will be refunded, except in the cases mentioned in 1.2 above and mentioned in Clause 2.3 below.
	1.5	Public Sector Undertakings (Central/State) and SSI units registered with NSIC and MSME are exempted from submission of Earnest money deposit. The MSME and SSI units shall furnish a documentary proof to the effect that they are registered with NSIC along with the tender documents.
2.0		SECURITY DEPOSIT:
	2.1	The amount of Security deposit as specified in the terms and conditions of the tender/LOI shall be deposited by the successful tenderers within 15 days of acceptance of offer i.e. issue of Rate Contract/P.O.
	2.2	Failure to furnish Security Deposit in accordance with the conditions of the tender i.e. within 15 days of the acceptance of offer/issue of Rate Contract/P.O. will be considered to be breach of contract which would give the Corporation the right to terminate the contract and forfeit the NONREFUNDABLE FEE amount. For such breach of contract, the Corporation will also be entitled to take any other course of action against the successful tenderer as it may deem fit like stoppage of business dealings/ debarring from tendering, etc.
	2.3	The Security deposit may be made either by bank draft or bank guarantee in favour of Cement Corporation of India Ltd. from any nationalized bank in the prescribed form valid for a 6 months beyond the date of completion of contract with a further claim period of 3 months. The Earnest money deposit in the form of bank draft will be adjusted towards portion of security deposit, in the case of successful bidder.

2.4	If work is not started after acceptance of tenderer's offer, NON REFUNDABLE FEE/SD will be forfeited.
2.5	In the event of any approved upward revision in the value of the contract the successful tenderer will, on receiving intimation, make further deposit as specified by the Corporation towards the increased value of the contract.
2.6	The security deposit will not bear any interest. The Corporation reserves the right to adjust security deposit towards any amount due to it from the successful tenderer against this contract or against any other contract with this Corporation and in such an event the successful tenderer on receipt of notice from the Corporation shall make further deposit to restore the security deposit to the full amount.
2.7	The security deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Corporation, should the successful tenderer either fail to complete the jobs assigned to him/them as per agreed time schedule or to fulfil his/their contractual obligations or to settle in full his/their dues to the Corporation.
2.8	The Corporation is empowered to deduct from the security deposit or 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 conditions of the tender/contract. The Corporation will, however, not be bound to prove any demonstrable loss or damages suffered.
2.9	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 other and unless the Contractor pays and clears the claim of the Corporation immediately on demand, the Corporation shall be entitled at all times to deduct the said sum due from the contractor from any money/security deposit with which may have become payable to the contractor or may become due at any future date under this contract or any other contract or transaction whatsoever between the contractor and the Corporation without prejudice and in addition to the other rights of the Corporation to recover the amount of any such claim by other remedies legally available.
2.10	Bank Guarantee as required under this contract or agreed to against any advance made by the Corporation/ contract performance/equipment performance/ guarantee etc. shall be extended by the Contractor whenever so required by the Corporation and without any question for covering the period of completion and finalisation of work, performance etc. Failure to do so shall entitle the Corporation to encash the bank guarantee against it towards any dues, recoveries L.D. etc.
3.0	MEMBER OF THE CORPORATION NOT INDIVIDUALLY LIABLE:
	No Director or official or employee of the Corporation shall in any way be personally bound or liable for acts or obligations of the Corporation under the contract or answerable for any default or omission in observance or performance of any of the acts, matters or things which are herein contained.

4.0		CORPORATION NOT BOUND BY PERSONAL REPRESENTATION:
		The contractor shall not be entitled to any increase in the rates or any other right or claim whatsoever by reason of any representations, explanation or statement or alleged representation, promise or assurance given or alleged to have been given by any employee of the Corporation
5.0		NON-PERFORMANCE OF CONTRACT/CANCELLATION OF CONTRACT/RIGHT OF THE CORPORATION:
	5.1	The Corporation reserves the right to cancel the contract if the contractor fails to carry out the jobs assigned to him as per contract and as per the instructions given by authorized representative of the Corporation. In addition, Corporation may also take any other remedial measures in such an event as described hereunder.
	5.2	Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the tenderers, their partners agents or servants to any officer servant or representative of the Corporation for obtaining or for execution of this or any other contract or for receiving payments under the contract shall in addition to the criminal liability he may incur will subject to tenderer to cancellation and the Corporation shall be entitled to deduct the amount so payable from any money otherwise due to the tenderer under this or any other contract. Any question or dispute as to whether the tenderers have incurred any liability under the clause shall be settled by the Corporation in such manner and on such evidence of information as it may deem fit and sufficient and the Corporation decision in this regard shall be final and conclusive.
	5.3	In case of any compelling circumstances or for any other reasons and in the opinion of the Corporation, the contract needs to be determined and terminated at the stage during the execution, the Corporation shall be entitled to do so, giving one month's notice in writing. In such an eventuality, no compensation whatsoever for any arrangement is made by the contractor or for any liabilities incurred by him or any consequential loss will be payable by the Corporation except the payment for work actually done at contracted rates, after making good all dues recoveries L.D. if any etc. CCI also reserves its right to suspend the contract for any compelling reasons if in the opinion of the Corporation it is so required. In such an eventuality, the time of completion will be extended to the extent of suspension period but no claim whatsoever for any damages, increase in rates, idle wages machinery etc. will be payable to the contractor.
	5.4	The Corporation also reserves the right to make risk purchase from the open market by tender or by any other mode of purchase at the risk and cost of supplier in respect of such quantities that the supplier fails to deliver in accordance with the schedule of delivery agreed to, after giving due notice to the supplier.
6.0		SUB-LETTING OF CONTRACT:
		The contractor shall not sublet or assign this contract or any part thereof without obtaining prior written permission of the Corporation. In the event of the contractors subletting or assigning the contract or any part thereof without such permission, the Corporation shall have the right to rescind the contract and 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 subletting is permitted by the Corporation the party to whom subletting is proposed, will be subject to approval of the Corporation. However, the Corporation will not recognize any contractual obligations with the persons or party to whom the contract has been sublet including compensation under workman's compensation Act and the Contractor will be held responsible for the satisfactory, due and proper fulfilment of the contract.
7.0		CHANGES IN CONSTITUTION:
	7.1	Where the contractor is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the Corporation which may be granted only upon furnishing of a written undertaking by the partner to perform the contract and accept all liabilities incurred by the firm and under the contract prior to the date of such undertaking.
	7.2	On the death or retirement of any partner of the Contractor's firm before complete execution and performance of the contract, the Corporation may, at its option rescind the contract and in such case the contractor shall have no claim, whatsoever, for compensation of any kind, consequential loss etc. against the Corporation.
	7.3	Without prejudice to any of the rights or remedies under this contract, if the contractor is a proprietorship concern and proprietor dies during the subsistence of the contract, the Corporation shall have the option to terminate the contract without paying compensation of any kind consequential loss etc. to any claimant i.e. legal heirs and successors.
8.0		FORCE MAJEURE CONDITIONS:
	8.1	If any time during the continuance of the agreement/contract it becomes impossible by reasons of war, or war like operations, strikes, lock-outs, riots, civil commotion, epidemical sickness, pestilence, earthquake, fire, storm, or floods, the contractor shall during the continuance of such contingencies, not be bound to execute the contract during this period as per agreement/contract time schedule. The work shall be resumed immediately the contingencies has have ceased or otherwise determined and contractor's obligations shall continue to be in force for correspondingly extended period after the resumption of execution. The contractor shall however, inform the corporation by registered post about such acts at the beginning and end of the above causes of delay within ten days of occurrence and cessation of such force majeure conditions.
	8.2	In the event of delay lasting over one month, if arising out of cause of force majeure the Corporation reserves the right to cancel the order/ contract without any compensation whatsoever, and/or any consequential loss etc.
	8.3	Only events of Force Majeure which affect the work at the time of its occurrence shall be taken into cognizance. The Corporation shall not be liable to pay any extra costs or increased rates due to delay under Force Majeure conditions. Only appropriate extension of time will be granted.

9.0		NOTICE:
		Any notice hereunder may be served on the contractor by registered post/ mail at his last known address. Proof of issue of any such notice at this address shall be conclusive proof of having received the notice by contractor.
10.0		DISPUTE UNDER THIS CONTRACT AND ARBITRATION:
	10.1	In the event of any question/ dispute, breach or difference arising in respect of the meaning and scope of terms & conditions herein or in connection with any matter under this agreement (except for those matters which are to be decided as per provisions made in these terms & conditions), the same shall be referred to the Chairman-cum-Managing Director of Cement Corporation of India Limited for appointment of a Sole Arbitrator. There will be no objection if the Arbitrator so appointed is or was an employee of the Corporation and whether he had at any time in discharge of his duties as an employee had expressed views on all or any of the matters in dispute or difference or dealt with the matter in substance. The Arbitrator shall give award with reasons in respect of each claim, dispute or difference referred to him in the event the value of the dispute(s) exceeds Rs. 50,000/-. The award of the Arbitrator shall be final and binding on the parties to this contract.
	10.2	Subject to aforesaid the Arbitration & Conciliation Act, 1996 and the rules made thereunder and any statutory modifications thereof for the time being in force shall apply to the arbitration proceedings under this clause.
	10.3	The work under the contract shall be continued uninterrupted during the pendency of the arbitration proceedings and no payment due from one to the other parties therein shall be withheld on account of pendency of such proceedings unless such payment related to the matter under arbitration.
	10.4	The venue of the arbitration shall be New Delhi or such other place as the arbitral tribunal at his discretion may determine.
11.0		JURISDICTION:
		It is hereby agreed by the parties here to that only courts 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.
12.0		LAWS GOVERNING THE CONTRACT:
		This contract shall be governed by the laws of Union of India in force.
13.0		WAIVER NOT TO IMPAIR THE RIGHT OF THE CORPORATION:
		Any delay in exercising or omission to exercise any right, power or remedy accruing to the corporation upon any default under this contract shall not impair any such right, power or remedy or shall be construed to be inaction of the Corporation in respect of any such default or any acquiescence by the Corporation effect or impair any right, power or remedy of the Corporation under this contract.

14.0		CONDITION GIVEN BY THE TENDERER:
	14.1	With the acceptance of the terms and conditions described in this tender any terms and conditions given by the tenderers contrary to those conditions shall be treated as withdrawn by the tenderer(s).
15.0		In the event of negotiations, only upward (in case of Akaltara renting of Railway Siding) revision of rates will be allowed. Any change in techno commercial terms as agreed earlier, will not be permitted at this stage. Hence any qualifying remarks in the price bid revised/negotiated offer will not be entertained and shall render the tender liable for rejection and forfeiture of earnest money deposit.

CEMENT CORPORATION OF INDIA LTD.
(A GOVT. OF INDIA ENTERPRISE)

PART - III : SPECIAL TERMS & CONDITIONS

In addition to the General Terms & Conditions of the tender under Part-I & II, the following Special terms & conditions will also apply to the contract. These Special terms & conditions, if contradictory to any conditions given in Part-I & Part-II, shall prevail upon the conditions given therein:

1.0		CCI Railway Siding–Exchange Yard at Akaltara, Distt. Janjgir-Champa, will be given to the actual users only. Tenderers are required to submit a Certificate along with Techno-Commercial bid certifying that they will use the Railway Siding – Exchange Yard at Akaltara for their actual use only, failing which the tender is likely to be rejected.
	1.1	Presently SEC Railway has permitted 20 rakes per month handling capacity for CCI Private (CCIP) Akaltara Railway siding. The matter is under consideration by Railways for increasing the handling capacity to 30 rakes per month. However the clearance of additional rakes of ten (10) nos. rakes shall be taken by the concerned party whosoever is awarded the contract.
	1.2	<p>The present siding capacity of CCIP Akaltara Railway siding is for handling 20 rakes per month for handling 20 rakes. Reserve price for the bid has been fixed to Rs. 28.00 lakhs per month. The parties are expected to bid and quote premium on reserve price of monthly charges more than the reserve price. This quoted minimum monthly charge (Base price plus premium) is hereafter called Minimum Assured Revenue (MAR).</p> <p>The parties shall quote MAR in Indian Rupees (Rs.) as per price bid format, based on CCI's expected MAR of Rs. 28.00 lakhs.</p> <p>Based on the monthly MAR quoted, the ranking will be marked from highest to lowest as H-1, H-2, etc.</p>
	1.3	<p>The H-1 party shall be awarded the work order for handling of twenty (20) rakes per month for which SEC Railway has already given clearance.</p> <p>H-2 party shall be awarded the work order for handling of ten (10) rakes per month at the matching rate of H-1, finalised after negotiations, if any.</p>

	1.4		<p>CCI at its sole discretion may also award the siding to multiple co-users for optimisation of utilisation of siding capacity, (subject to permission/approval from Railways). In case if the siding is awarded to multiple co-user say H-1 and H-2 parties, the responsibility for obtaining permission for enhancement of siding capacity will entirely rest upon H-2 party.</p> <p>The bidders are requested expected to visit the CCIP Akaltara siding before bidding, particularly before 'Pre-Bid Meeting', to ensure its workability, suitability etc. about the siding, on later stage the CCI will no way be held responsible in any way on any such matter(s),</p>
	1.5		In case H-2 party fails to take permission from the Railways, pending permission H-1 can execute more than 20 rakes per month, as per the rates for additional rakes submitted and settled.
	1.6		H-1 and H-2 party shall work in coordination with each other so that there is no interference in smooth execution of the work.
	2.0		Tenderer will have to submit their detailed proposal to the concerned Railway authorities, to obtain their unconditional 'No Objection' for use of CCIP railway siding at Akaltara to facilitate inward and outward traffic for their goods. However, if CCI wants to use its own Railway Siding for inward/outward traffic during the currency of contract period, it will have the overriding right to use the same.
	2.1		The siding is presently operating and there are no dues pending with the Railways, however if any demand of dues is raised by the railways, subsequent upon award of the contract, for railway siding the same shall be cleared by the party(ies).
	2.2		The party will not have any right to sub-lease the Railway Siding to any other party. However, CCI reserves the right to induct any other party for using the Railway Siding on mutually agreed terms but in no case the Monthly Assured Revenue (MAR), as agreed payable, will be reduced.
		i)	In case of non handling of the contracted capacity of the siding by H-1 or H-2 tenderer, left out nos. of rakes may be utilized by the other party during any calendar month during the tenure of the agreement/contract. In any case MAR shall not be reduced.
		ii)	Monthly loading/handling capacity in terms of nos. of rakes to be handled from CCIP siding each month will be determined as per permission and certification of SEC Railways, as per their norms.
		iii)	In case of increase/decrease of siding capacity, as approved and allowed by SECR, for CCIP Akaltara Railway siding, accordingly the co-users will be allowed to handle and utilise siding capacity in ratio of work allotted as per W.O. as applicable from time to time.
		iv)	Dues payable to railway authorities by CCI in terms of handling CCI Akaltara Railway siding will be borne by the successful bidder(s)/co-users in the proportion of allotment of Work Order, irrespective of proportion of number of rakes actually handled.

		v)	<p>Siding development charges, and/or other such charges will also be borne by successful bidder(s) / co-users in proportion and percentage to the Work Order allotment, irrespective of nos. of rakes actually handled by the party(s),</p> <p>Charges towards installation / maintenance of 'Electronic In Motion Weigh-Bridge' and other such common machineries/equipments will be borne by the co-users in proportion of work order allotment or as agreed mutually between them.</p>
		vi)	<p>It will be the sole responsibility of the parties to take up and complete the work of unloading, stacking, loading, clearing the stacking/loading platform in stipulated time, to facilitate uninterrupted working and loading facility to the next party in queue. Failing which any losses occurred in any form will be payable by the responsible party and CCI may take action for terminating the siding agreement with the party as deemed fit.</p>
		vii)	<p>If it is observed that any co-user is willingly creating problems and hurdles in siding operation/wagon loading, siding platform clearance, placement of wagons etc, the agreement of the party/co-user will be terminated and S.D. will also be forfeited, as well as other appropriate action as deemed fit will be taken by CCI Management against the party/co-user as per sole discretion of CCI Management.</p>
3.0			<p>Cement Corporation of India Ltd. will permit the successful tenderer(s) to use CCI railway siding at Akaltara and for this purpose the party(s)/co-user(s) will have to pay two months Minimum Assured Revenue (MAR) in advance. In addition the monthly MAR will also be paid in advance by 5th. day of each month, failing which penal interest @ 2% per month shall be charged. However, CCI reserves the right to terminate the Agreement to use the railway siding at any time by giving one month's notice.</p>
	3.1		<p>In case the contract is awarded to more than one party i.e. to Multiple Co-Users then, H-1 party has to pay 100% of his finally negotiated MAR where as H-2 party has to pay MAR in the proportion of W.O. allotted to H-2. i.e. the H-2 has to pay monthly MAR in proportion of the enhanced siding capacity, in terms of nos. of rake to the monthly MAR finalised for H-1 Party.</p>
4.0			<p>All fixed expenses viz. Land Rent, OHE Maintenance charges, Establishment charges, Supervision charges, inspection charges, establishment charges and any other expenses or charges payable to the Railways for use of CCIP Railway Siding shall be payable by successful bidder(s)/co-users in proportion and percentage to the Work Order allotment, irrespective of nos. of rakes actually handled by the party(s). In case of failure on the part of the H-1 or H-2 party to clear the dues, CCI at its sole discretion, can terminate the contract of the defaulter party and take action accordingly against the responsible defaulter party as per work order terms and conditions and CCI policies. This will be in addition to the monthly MAR charges indicated at Sl. No.3 and 3.1.</p>
	4.1		<p>For payment of bills of railways, the user(s) will make the payment against the bills as and when raised by Railways. For such payments, the Demand Draft favouring S.E.C. Railways payable at Bilaspur will be prepared and handed over to CCI-Akaltara for onward deposition to Railway sufficiently before and at least 7 days before the last date of payment to Railways (in proportion and percentage to the Work Order allotment, irrespective of nos. of rakes actually handled by the party(ies)/co user(s).</p>

5.0		All indents will be raised by the party(ies)/co-user(s) directly to the Railways for the rakes under intimation to CCI-Akaltara and their payments will be made directly by the party(ies)/ co-user(s) to Railways under intimation to CCI-Akaltara against each rake.
6.0		Compliance of all the local laws will be responsibility of the party(ies)/co-user(s). It will also be the responsibility of the party(ies)/co-user(s) to seek prior clearance from all the appropriate authorities.
7.0		The tenderer will also ensure that there is no violation of laws/regulations while using the CCI railway siding. In case any penalty is imposed while using the CCI's railway siding the same will have to be borne by the tenderer
8.0		The tenderer will be solely responsible for ensuring the implementation and compliance of labour laws or any other legal laws affecting the engagement of labours. The successful party(ies) will also be responsible for payment of any compensation under the Workman Compensation Act in the event of any accidental injury/ casualty caused to the workmen/labour whatever the case may be.
9.0		In case there is any incidence / accident of any track jamming resulting in blockage of traffic on account of the party(ies), it will be the responsibility of the respective party to clear the track within the free time allowed by Railways and in case the same is not cleared, any charges levied by the Railways on this account shall be borne by the defaulting party, who will be operating the siding on particular date/time whatever the case may be and or will be responsible for such incident/accident as decided by S.E.C. Rly. in case of any losses or charges payable on this account, the responsible user(s) will pay such charges and the losses will be recoverable from such user(s).
10.0		The transportation of materials from CCI-Akaltara Railway Siding shall be the sole responsibility of the successful party(ies).
11.0		In case CCI has to pay any demurrage/wharfage or any other charges to Railways due to blockage of track on account of the tenderer, the same will be paid by the party(ies) who will be operating the siding on that particular time and/or will be responsible for such incident/accident as decided by S.E.C. Railways to CCI immediately for making payment to Railways on rake to rake basis.
	11.1	Party has to obtain No Demurrage Certificate from the Railways after each rake and to submit the same to CCI before handling of the second rake.
	11.2	In case of any damage to the track, for any reason, damage to the property of the Corporation, the successful tenderer(s)/party(ies) will be responsible and will be liable to rectify/repair all the damages caused by them/their representative. No relaxation in such circumstances will be entertained on any account.
12.0		The successful H-1 tenderer will have to submit interest free refundable Security Deposit of Rs. 15.00 lakhs (Rupees fifteen lakhs only), by way of Demand Draft drawn in favour of Cement Corporation of India Ltd., payable at New Delhi within fifteen days from the date of issue of Letter of Intent (LOI). This SD will be refunded after 3 months of satisfactory / successful completion of rental period, deducting dues, if any and after getting clearance from Railways.

		In case of successful multiple bidders separate S.D. amount Rs. 10.00 lakhs (Rupees ten lakhs only) will be payable by H-2 bidder.
13.0		All taxes & duties etc. levied by State Government or Central Government such as Rental Tax, Service Tax, Duties and any other levies will have to be borne by successful tenderer(s).
14.0		CCI- Akaltara is presently under sale as per the directions of Central Govt./Hon'ble BIFR. Hence any directions given by Central Govt./Hon'ble BIFR will have overriding effect on continuation/termination of the lease. However under such eventuality one month's notice shall be given by CCI.
15.0		<u>Arbitration Clause:</u>
	15.1	<p>In the event of any question/dispute, breach of or difference arising in respect of the meaning and scope of terms & conditions herein or in connection with any matter under this agreement (except for those matters which are to be decided as per provisions made in these terms & conditions), the same shall be referred to the Chairman-cum-Managing Director of Cement Corporation of India Limited for appointment of a Sole Arbitrator.</p> <p>There will be no objection if the Arbitrator so appointed is or was an employee of the Corporation and whether he had at any time in discharge of his duties as an employee had expressed views on all or any of the matters in dispute or difference or dealt with the matter in substance. The Arbitrator shall give award with reasons in respect of each claim, dispute or difference referred to him in the event the value of the dispute(s) exceeds Rs. 50,000/-. The award of the Arbitrator shall be final and binding on the parties to this contract.</p>
	15.2	Subject to aforesaid the Arbitration & Conciliation Act, 1996 and the rules made there under and any statutory modifications thereof for the time being in force shall apply to the arbitration proceedings under this clause.
	15.3	The work under the contract shall be continued uninterrupted during the pendency of the arbitration proceedings and no payment due from one to the other parties therein shall be withheld on account of pendency of such proceedings unless such payment related to the matter under arbitration.
	15.4	The venue of the arbitration shall be New Delhi or such other place as the arbitral tribunal at his discretion may determine.
16.0		<u>Validity period:</u>
		<p>The contract will remain in force initially for a period of one year or till the sale/closure of CCI Akaltara whichever is earlier and the effective date of contract/lease will be from the date of receipt of 'No Objection Certificate' from the Railways for use of our Railway siding, submission of Security Deposit @ Rs. 15.00 lakhs (Rupees fifteen lakhs only) in the form of Demand Draft in favour of 'Cement Corporation of India Limited' payable at Akaltara. The same will be reviewed for further extension for the same period by CCI Ltd at its sole discretion.</p> <p>Since the Corporation is referred to Hon'ble B.I.F.R. any direction received from Hon'ble BIFR or any other statutory authority prior to this affecting this</p>

		<p>arrangement, the same will have over-riding effect on continuation/ termination of the contract.</p> <p>For H-2 the validity period shall commence from the date of issue of No Objection Certificate/Co User permission by railways, after enhancement of siding capacity and submission of Security Deposit @ Rs. 10.00 lakhs (Rupees ten lakhs only) in the form of Demand Draft in favour of ‘Cement Corporation of India Limited’ payable at Akaltara.</p> <p>This period of work order of H-2 party shall be co-terminus with the original work order of H-1 party.</p>
17.0		<u>Force Majeure conditions:</u>
	17.1	<p>If at any time during the continuance of the agreement/contract, it becomes impossible by reasons of war, or war like operations, strikes, lock-outs, riots, civil commotion, epidemical sickness, pestilence, earthquake, fire, storm or floods, the contractor shall during the continuance of such contingencies, not be bound to execute the contract during this period as per agreement/contract time schedule. The work shall be resumed immediately the contingencies has have ceased or otherwise determined and contractor's obligations shall continue to be in force for correspondingly extended period after the resumption of execution. The contractor shall however, inform the Corporation by registered post about such acts at the beginning and end of the above causes of delay within ten days of occurrence and cessation of such force majeure conditions.</p>
	17.2	<p>In the event of delay lasting over one month, if arising out of cause of force majeure the Corporation reserves the right to cancel the order/contract without any compensation whatsoever, and/or any consequential loss etc.</p>
	17.3	<p>Only events of Force Majeure which affect the work at the time of its occurrence shall be taken into cognizance. The Corporation shall not be liable to pay any extra costs or increased rates due to delay under Force Majeure conditions. Only appropriate extension of time will be granted.</p>
18.0		<u>Jurisdiction:</u>
	18.1	<p>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.</p>
19.0		<u>Laws governing the contract :</u>
		<p>This contract shall be governed by the laws of Union of India in force.</p>
20.0		<u>Notice:</u>
	20.1	<p>Any notice hereunder may be served on the contractor by Registered Post/Mail at his last known address. Proof of issue of any such notice at his address shall be conclusive proof of having received the notice by contractor.</p>
21.0		<p>In case, the payment is not received on due date, interest @ 2% per month on outstanding amount shall be charged for delayed period.</p>

22.0		The party(s) shall directly be responsible for all or any dispute arising between him/them and his/their employees and keep the Corporation indemnify against all loss, damages & claim arising thereof.
23.0		The party will indemnify the Corporation for any loss or damage which may cause at any stage i.e. during the currency of the contract or later on after the expiry of contract is caused as which has resulted due to the poor performance of the Railway track.
24.0		The arrangement shall stand revoked in case any of the above condition is violated by the Party(s).

CEMENT CORPORATION OF INDIA LTD

NEW DELHI

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

Sl. No.	Name of the Officer	Post held	Place of posting

Signature :

Name in full :

Name of the Party :

Place :

Address :

Date :

Seal

CEMENT CORPORATION OF INDIA LTD

NEW DELHI

UNEXECUTED / PRESENT CONTRACTS / JOBS IN HAND

Sl. No.	Name of client	Nature of work	Approx. value of contract (Rs. in lakhs)	Date of Start	Stipulated date of completion

Note: Please attach photo copies of contracts

Signature :

Name in full :

Name of the Party :

Place :

Address :

Date :

Seal

CEMENT CORPORATION OF INDIA LTD
NEW DELHI

FORMAT FOR ADDL. INFORMATION TO BE FURNISHED BY TENDERERS
(REFER SPECIAL INSTRUCTIONS, PART-III SPECIAL TERMS & CONDITIONS)

1.	Name of the Firm	
2.(a)	Postal address (Head Office)	
	Phone (with STD Code)	
	Fax (with STD Code)	
	Telex	
	Gram	
	E-mail ID	
(b)	Postal address (Factory)	
	Phone (with STD Code)	
	Fax (with STD Code)	
	Telex	
	Gram	
	E-mail ID	
(c)	Postal address (Branch Office) Incl. Delhi Office	
	Phone (with STD Code)	
	Fax (with STD Code)	
	Telex	
	Gram	
	E-mail ID	

3.	Whether Public Sector/Private Sector/Joint Sector etc.	
4.	Type of Organisation	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 & address of the Bankers (Please attach reference letter from your banker)	
B.	In case of Limited Liability Company or Company Limited by Guarantees:-	
	i) Amount of paid-up Capital	
	ii) Name of Directors	
	iii) Date of Registration of Company.	___/___/_____
	iv) Copies of last three years audited Balance Sheets of company (including Profit & Loss Statement) to be enclosed.	
	v) Name & address of the Bankers (Please attach reference letter from your banker)	
5.	Date of commencement of production of item for which tender is being submitted	___/___/_____
6.	Annual turnover for last 3 years of the category/item for which tender is being submitted.	Financial Year
		Amount (Rs. in lakhs)
7.	List of Plant & Machinery installed Details to be furnished (as per Annexure : D-1)	

8.	<p>Details of orders executed/ completed including CCI's, if any, during last 3 years Details to be furnished (as per Annexure:D-3). (Photocopies of orders/ contracts alongwith Performance Certificates from buyers to be enclosed).</p>	
9.	<p>Present order in hand (Details to be furnished as per Annexure-C) (Photocopies of orders/ contracts to be attached).</p>	
10.	<p>Details of Foreign collaboration, if any. (Pleaseattach photocopies of collaboration agreement, if it is there).</p>	
11.	<p><u>Financial</u> a) Investment on fixed assets of building, fittings & fixtures.</p>	
	<p>b) Investment on Plant & Machinery, Tools and dyes etc.</p>	
12.	<p>Testing Facilities i) Is your firm authorised to use ISI certification mark (Please give authority reference with copies)</p>	
	<p>ii) Are these testing facilities adequate in line with ISI.</p>	
	<p>iii) What are the test facilities (Test Equipments Annexure : D-2)</p>	
13.	<p>Are you on the approved list with any of the following supply of items quoted :</p>	
	<p>Any Public Sector Undertakings</p>	
	<p>Cement Plants</p>	
	<p>Other reputed agency (Enclose photocopies of Registration Certificates)</p>	

14.	List of Enclosures attached by Vendors to be indicated	Enclosed	Not Enclosed
	a) Latest Income Tax Clearance Certificate/ Latest Income Tax Return		
	b) Partnership Deed, if applicable		
	c) Copies of last three years audited Balance sheets with Profit & Loss A/cs		
	d) List of Plant & Machinery (as per Annexure-D-1)		
	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 (as per Annexure-D2)		

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

Signature :

Name in full :

Name of the Party :

Place : Address :

Date :

Seal

CEMENT CORPORATION OF INDIA LTD
NEW DELHI

DETAILS OF ORDERS EXECUTED INCLUDING CCI DURING THE LAST THREE YEARS

Name of Firm :

Nature of Work	Name of the party	Value (Rs. In Lakhs)	Date of order	Date of Actual completion

Signature :

Name in full :

Name of the Party :

Place :

Address :

Date :

.....

Seal

CEMENT CORPORATION OF INDIA LTD

NEW DELHI

NIT No. : GM (NOU)/AKO/2017/01/

Dated: 20.04.2017

PRICE BID FORMAT

Renting of Akaltara Railway Siding-Exchange Yard (outside factory premises)

Name of Party :

Particulars	Rate
Minimum Assured Revenue (MAR) for handling twenty (20) number of railway rakes, payable in advance on monthly basis by 5 th day of each month.	Rs.
	Rupees (in words)

N.B. :

1. The contract shall be awarded for twenty (20) rakes per month based on the highest rate quoted by the party, without taking into consideration the additional rakes.
2. H-2 party shall be awarded the work for the balance ten (10) no. rakes at the proportional rate.
3. Additional Rakes beyond Minimum Assured rakes will be charged on pro-rata basis of Minimum Assured Revenue.

Signature :

Name in full :

Name of the Party :

Contact no. :

E mail :

Place : Address :

Date :

Seal